



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

April 17, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

**35-YEAR LEASE
DISTRICT ATTORNEY, PUBLIC DEFENDER, ALTERNATE PUBLIC DEFENDER,
PROBATION DEPARTMENT, AND SHERIFF'S DEPARTMENT
LONG BEACH COURTHOUSE
275 MAGNOLIA AVENUE, LONG BEACH
(FOURTH DISTRICT) (3 VOTES)**

SUBJECT

These recommendations are for a new 35-year lease for 96,598 rentable square feet of office space for the District Attorney, Public Defender, Alternate Public Defender, Probation Department, and Sheriff's Department at the new Long Beach Courthouse, with eight on-site parking spaces and authorization for securing up to 57 additional parking spaces at the existing Long Beach Courthouse Parking Structure.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Consider, as the acting responsible agency for the Project, the Mitigated Negative Declaration prepared and adopted by the Administrative Office of the Courts as lead agency, together with any comments received during the public review process; certify that the Board has independently considered and reached its own conclusions regarding the environmental effects of the Project as shown in the Mitigated Negative Declaration; adopt the Mitigation Monitoring Program for the Project, finding that the Mitigation Monitoring Program is adequately designed to ensure compliance with the mitigation measures during Project implementation; and approve the Project.

"To Enrich Lives Through Effective And Caring Service"

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Intra-County Correspondence Sent Electronically Only**

2. Approve and instruct the Chairman to sign a 35-year lease with Long Beach Judicial Partners, LLC, for the District Attorney, Public Defender, Alternate Public Defender, Probation Department, and Sheriff's Department to occupy 96,598 rentable square feet of office space at the new Long Beach Courthouse located at 275 Magnolia Avenue, Long Beach, for a maximum annual first-year cost of \$15,972,000; and parking to include eight on-site parking spaces at a maximum additional annual cost of \$7,680 and up to 57 additional parking spaces at the Long Beach Courthouse Parking Structure located at 101 Magnolia Avenue, Long Beach, for a maximum additional annual cost of \$55,404.
3. Authorize the Internal Services Department, or the Long Beach Judicial Partners, LLC, at the direction of the Chief Executive Office, to acquire and install telephone, data, and low-voltage systems at a cost not-to-exceed \$1,747,000. All or part of the telephone, data, and low-voltage systems may be paid either in a lump sum or financed over a five-year term, with the financed portion not-to-exceed \$399,000 per year, in addition to other tenant improvement allowances provided under the lease.
4. Authorize the Chief Executive Office, Internal Services Department, and the occupant departments to implement the Project. The lease will be effective upon approval by your Board, but the term and rent will commence upon completion of the improvements by the Long Beach Judicial Partners, LLC, and acceptance by the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed lease will relocate the Long Beach offices of the District Attorney, Public Defender, Alternate Public Defender, Probation Department, and the Sheriff's Department Civil Management Office from the current Long Beach Courthouse and another leased location to the new Long Beach Courthouse when the new courthouse is completed. The State of California will have ownership of the land under the new Long Beach Courthouse with a ground lease to Long Beach Judicial Partners, LLC, (Landlord) and the County subleasing space from the Landlord for the initial 35-year term.

Both the Superior Court and the involved departments believe that it is critical that the District Attorney, Public Defender, and Alternate Public Defender be housed within the new courthouse in order to provide an efficient and effective criminal justice process for the Long Beach area. Because the Judicial Council of California agreed with our joint requirement, their administrative arm, the Administrative Office of the Courts (AOC), has worked together with the County to ensure that appropriate space is made available in the new courthouse. The difficulty in securing appropriate office space for a Probation Office was the catalyst in the County pursuing, and the AOC agreeing to, house the Long Beach Probation Office in the new courthouse.

Under the Long Beach Courthouse Joint Occupancy Agreement (JOA) with the Judicial Council of California, as amended and approved by your Board April 20, 2010, the County agreed to vacate the existing courthouse when the new courthouse is ready for occupancy, the Superior Court moves out and the City of Long Beach takes control of the existing courthouse property, as long as sufficient County space in the new courthouse is offered to the County at fair rental value, less a specified discount.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of Operational Effectiveness (Goal 1) directs that we provide the public with beneficial and responsive services. The proposed lease will support the County's efforts to maintain efficient and effective court-related County services, as well as a Probation Office, in the Long Beach area to the benefit of the public.

FISCAL IMPACT/FINANCING

The proposed lease will provide the five County occupant departments with office space based on their needs in the new Long Beach Courthouse. The County office space, totaling 79,044 usable square feet, will have an initial base rent of \$2,723,257 annually, on a modified gross basis, plus the actual cost of metered electrical and water usage.

A base Tenant Improvement (TI) allowance of \$1,931,960, or \$20 per rentable square foot, is included in the base rental rate for improvement of the County's premises. The proposed lease also includes an additional, reimbursable TI allowance of \$13,249,013, or \$137 per rentable square foot. Furthermore, the proposed lease includes a \$250,000 change order allowance that will be managed by the County; any unexpended funds will be retained by the County upon completion of the Project. The TI will be paid as work is completed and the final payment within 30 days of completion and acceptance of the premise.

Expenditures associated with the new lease are anticipated to be partially offset with savings from termination of building operations costs in the old courthouse and the vacating of two County leases. Based on State billings, the County's share of costs to operate the existing Long Beach Courthouse at 415 W. Ocean Boulevard, Long Beach, was \$80,000 in Fiscal Year (FY) 2010-11, and has averaged \$600,000 in prior years. Relocating the District Attorney and Alternate Public Defender from leased space at 100 Oceangate, Long Beach, will result in budgeted rent savings of at least \$279,000 based on the lease costs during FY 2012-13. Finally, the County will be absolved of 24.41 percent of any responsibility at the existing Long Beach Courthouse for major repairs, as well as 100 percent of repairs that could be required in the event of an earthquake.

The FY 2011-12 estimated TI expenditures of \$1,621,000 will be covered with the Base (landlord provided) TI Allowance. The remaining Base TI Allowance of \$311,000 will then be applied towards the additional TI allowance. The funding for the reimbursable TI and low voltage costs is currently in the Provisional Financing Uses budget. We expect to include the transfer request of \$13,692,000 in the FY 2012-13 Final Budget and the remaining balance of \$1,805,000 in the FY 2013-14 Recommended Budget. The FY 2013-14 Recommended Budget will also include a request for the annual lease costs of \$2,723,000 and utilities expenses estimated at \$152,000.

PROPOSED LEASE	NEW LONG BEACH COURTHOUSE
Square footage	25,759 square feet -- District Attorney 26,460 square feet -- Public Defender 9,756 square feet -- Alternate Public Defender 30,947 square feet -- Probation Department <u>3,676 square feet</u> -- Sheriff's Civil Management Unit 96,598 square feet Total
Term	35 years, commencing upon Board approval and completion of new building and Tenant Improvements
Annual Base Rent	\$2,994,538 Full Rental Rate <u>(271,281)</u> Less Discount \$2,723,257 Annual Base Rental Rate (\$31/square foot/year)
Base TI Allowance	\$1,931,960 (\$20/rentable square foot, included in Base Rent)
Additional TI Allowance	\$13,249,013 (\$137/square foot)
Change Order Allowance	\$250,000 ⁽¹⁾ (Only if authorized by the CEO)
Parking	\$63,084 ⁽²⁾
Maximum First Year Rent	\$16,035,354
Cancellation	County may cancel after 10 years, upon payment of remaining rent due for balance of lease; Landlord may cancel Probation space only after 15 years.
Options to Renew	None
Rental Adjustment	Annually by Consumer Price Index (CPI): 4% cap/0% floor

(1) The Additional TI Allowance includes the \$250,000 Change Order Allowance.

(2) Eight on-site parking spaces at a cost of \$80/month per space, and up to 57 additional spaces at the Long Beach Courthouse Parking Structure (County currently has rights to 242 spaces), at a cost of \$81/month per space.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Concurrently with your Board's approval of the Long Beach Courthouse Transfer Agreement on June 19, 2007, the County and the Judicial Council of California also entered into a JOA setting the terms and conditions for the shared use of the existing courthouse. Among those terms was the County's right to remain in the courthouse until the JOA would be terminated by mutual consent between the County and the Judicial Council of California.

On February 6, 2008, your Board approved an agreement for the transfer of the County's equity interest in the existing Long Beach Courthouse, the Equity Buy-Out Agreement, for a payment of \$5.9 million to the County, along with a contractual commitment by the Judicial Council that they would ensure that at least 39,403 usable square feet of space was made available to the County at a substantially discounted rate in the new Long Beach Courthouse. Because the 39,403 usable square feet does not represent the County's full need for justice-related departments in the Long Beach area, the County and the AOC worked together to ensure that plans for the new courthouse would include sufficient space for the County's "justice partners" staff.

On April 20, 2010, your Board approved Amendment 1 to the JOA, requiring the County to agree that its rights are subordinated to a lease between the City of Long Beach and the State, essentially requiring the County to vacate the existing courthouse when the new courthouse is ready for occupancy, the Superior Court moves to the new courthouse, and the City of Long Beach takes control of the existing courthouse property. The Amendment further provides that the Judicial Council of California will ensure that, in addition to the 39,403 square feet guaranteed by the Equity Buy-Out Agreement, the County would be guaranteed another 25,025 usable square feet at market rent for similar office space in the Long Beach area.

The proposed 35-year lease will provide approximately 96,598 rentable square feet of office space and eight on-site parking spaces, as well as up to 57 additional parking spaces at the existing Long Beach Courthouse Parking Structure. The County has rights to 242 parking spaces at the Long Beach Courthouse Parking Structure under the Long Beach Parking Structure JOA approved by your Board on December 16, 2008.

The lease includes the following provisions:

- Term commences upon completion of the TI and acceptance by the County;
- A modified-gross lease with the Landlord responsible for all operation and maintenance costs associated with the premises, and the County is responsible for its electricity and water usage, which will be metered separately and billed directly by the Utility Company;
- A Base TI Allowance of \$1,931,960, or \$20 per rentable square foot included in the base rental rate;
- A reimbursable additional TI allowance of \$13,249,013, or \$137 per square foot, including a \$250,000 change order allowance. The reimbursable TI allowance will be paid as work is completed with the final payment within 30 days upon completion and acceptance by the County; reimbursement for any expenditure from the change order allowance will be due concurrently;

- A cancellation provision, allowing the County to cancel no sooner than the 11th year, upon 15 months written notice and payment of the base rent for the remainder of the term, and allowing the Landlord to cancel the Probation Department space only no sooner than the 16th year, upon 15 months written notice; and
- Annual rental adjustments based on CPI with a minimum of 0 percent and a maximum of 4 percent per year.

Although the proposed lease is not renewable after the initial 35-year term, the Long Beach Equity Buy-Out Agreement with the Judicial Council of California provides the County with the right to remain in at least 39,403 usable square feet in the new Long Beach Courthouse, at a discounted fair market rental value.

Based upon a survey of the Long Beach area, staff has established that the rental range for similar office space is between \$27.60 and \$33.90 per square foot per year, excluding parking. Thus, the base annual base rent of \$31.00 per square foot per year, plus \$1.92 per square foot per year for electricity and water, the proposed lease represents rates within in the upper market range for the area. Attachment B shows County-owned or leased facilities available for the program.

The proposed lease was submitted for review to your Board's appointed Real Estate Management Commission on April 11, 2012. After careful review, the Commission approved the lease.

ENVIRONMENTAL DOCUMENTATION

The County is acting as a responsible agency for the Project. The AOC, as lead agency, prepared an Initial Study and adopted a Mitigated Negative Declaration for the new Long Beach Courthouse on August 9, 2009. Reported significant adverse effects of the Project have been addressed and reduced to acceptable levels. The Project is not exempt from payment of a fee to the California Department of Fish and Game fee under Section 711.4 of the Fish and Game Code, which finances the protection, and management of fish and wildlife. To date, the AOC has paid the fee.

Upon your Board's finding that the Project will not have a significant effect on the environment, the Chief Executive Office will file a Notice of Determination in accordance with Section 21152(a) of the California Public Resources Code and pay the required filing fees with the Registrar-Recorder/County Clerk in the amount of \$75.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease will adequately provide the necessary office and parking space for this County requirement, including additional area for growth in County services for the District Attorney, Public Defender, Alternate Public Defender, Probation Department, and Sheriff's Department Civil Management Office.

CONCLUSION

Please return four originals of the executed lease, two certified copies of the Minute Order, and the adopted Board letter to the CEO, Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR:DJT
MV:MDS:zu

Attachments

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Alternate Public Defender
District Attorney
Internal Services
Probation
Public Defender
Sheriff

ATTACHMENT A

VARIOUS JUSTICE DEPARTMENTS
275 MAGNOLIA AVENUE, LONG BEACH
Asset Management Principles Compliance Form¹

1.	Occupancy		Yes	No	N/A
A	Does lease consolidate administrative functions? ²				X
B	Does lease co-locate with other functions to better serve clients? ²		X		
C	Does this lease centralize business support functions? ²				X
D	Does this lease meet the guideline of 200 sq. ft of space per person? ² Lease represents approximately 258 square feet per person associated with programs to be housed. These increases over guidelines are primarily due to the high number of private attorneys' offices and interview space.			X	
2.	Capital				
A	Is it a substantial net County cost (NCC) program?		X		
B	Is this a long term County program?		X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?			X	
D	If no, are there any suitable County-owned facilities available?			X	
E	If yes, why is lease being recommended over occupancy in County-owned space?				X
F	Is Building Description Report attached as Attachment B?		X		
G	Was build-to-suit or capital project considered? The County was offered office space in the new Long Beach Courthouse at a fair market rental rate.			X	
3.	Portfolio Management				
A	Did department utilize CAO Space Request Evaluation (SRE)? This lease was CEO-driven. Departments submitted space programs to document square feet needed.			X	
B	Was the space need justified?		X		
C	If a renewal lease, was co-location with other County departments considered?				X
D	Why was this program not co-located?				X
	1. ____ The program clientele requires a "stand alone" facility.				
	2. ____ No suitable County occupied properties in project area.				
	3. ____ No County-owned facilities available for the project.				
	4. ____ Could not get City clearance or approval.				
	5. <u>X</u> The Program is being co-located.				
E	Is lease a full service lease? ² The County space is on a modified gross basis because the Lessor requires the County to pay separately for electricity and water, which will be metered separately.			X	
F	Has growth projection been considered in space request?		X		
G	Has the Dept. of Public Works completed seismic review/approval?				X
¹ As approved by the Board of Supervisors 11/17/98					
² If not, why not?					

ATTACHMENT B

**VARIOUS JUSTICE DEPARTMENTS
275 MAGNOLIA AVENUE, LONG BEACH
RADIUS SEARCH FIVE MILES – 415 WEST OCEAN AVENUE, LONG BEACH
30,000+ SQUARE FEET FACILITIES**

ADDRESS	GROSS SQUARE FEET	NET SQUARE FEET	OWNED / LEASED	SQUARE FEET AVAILABLE
415 W. OCEAN BLVD., LONG BEACH 90802	332,226	191,393	STATE OWNED	NONE
1401 E. WILLOW ST., SIGNAL HILL 90755	34,051	29,284	LEASED	NONE
4060 WATSON PLAZA DR., LAKEWOOD 90755	87,200	60,265	LEASED	NONE
1975 LONG BEACH BLVD, LONG BEACH, 90806	72,000	64,800	LEASED	NONE
2959 E. VICTORIA ST, RANCHO DOMINGUEZ 90221	54,000	44,280	LEASED	NONE

LANDLORD'S WORK LETTER

For

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AND AGREEMENT**

COUNTY OF LOS ANGELES, as Tenant

LONG BEACH JUDICIAL PARTNERS LLC, as Landlord

275 Magnolia Avenue, Long Beach, California

LANDLORD'S WORK LETTER

This LANDLORD'S WORK LETTER (this "Work Letter") is entered into as of the [___ day of _____, 2012], by and between LONG BEACH JUDICIAL PARTNERS LLC ("Landlord") and the COUNTY OF LOS ANGELES ("Tenant"), and sets forth certain terms and conditions relating to the design and construction of the Base Building Improvements (as defined below) and the Tenant Improvements (as defined below) at the Premises (as defined in the Lease). All references in this Work Letter to the "Lease" or sections thereof shall refer to that certain Lease Agreement by and between Landlord and Tenant of even date herewith, to which this Work Letter is attached and of which this Work Letter forms an integral part. All initially capitalized, undefined terms used herein shall have the meanings ascribed to such terms in the Lease. All references in this Work Letter to Section(s) shall refer to the respective section(s) or of this Work Letter unless otherwise indicated.

The parties hereby agree as follows:

1. Basic Work Letter Information. The following terms as used herein shall have the meanings provided in this Section unless otherwise specifically modified by provisions of this Work Letter.

- | | |
|---|---|
| (a) Base Tenant Improvement Allowance: | \$1,931,960 (i.e. \$20 per rentable square foot of the Premises). |
| (b) Additional Tenant Improvement Allowance: | [\$ _____] (i.e. [\$ _____] per rentable square foot of the Premises). |
| (c) Maximum Change Order Allowance: | \$250,000 |
| (d) Additional Tenant Improvement and Change Order Amortization Rate: | Not applicable. |
| (e) Basic Rent Reduction per \$1,000: | Not applicable. |
| (f) Furniture, Fixtures and Equipment Allowance: | \$1,900,000 |
| (g) Tenant's Work Letter Representative: | David Jan Takata, Kevin Webb, or an assigned staff person of the Chief Executive Office-Real Estate Division. |
| (h) Landlord's Work Letter Representative: | Steve Reinstein or an assigned staff person of Landlord. |
| (i) Landlord's Address for Work Letter Notice: | See Section 1 (a) of the Lease. |

- (j) Tenant's Address for Work Letter Notice:

Board of Supervisors
Kenneth Hahn Hall of Administration
Room 383
500 West Temple Street
Los Angeles, California 90012

With a copy to:

Chief Executive Office –
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate
Facsimile: (213) 217-4971

- (k) Addenda:

Addendum A: Base Building Improvements
Addendum B: Tenant Improvements
Addendum C: Schedule of Values
Addendum D: Schedule of Applications for Payment

2. Design and Construction of the Building.

2.1 Base Building Improvements. Landlord has constructed or shall construct the improvements described on Addendum A hereto (the "Base Building Improvements") as a part of the construction of the Building, the design of which commenced on December 31, 2010. To the extent that the Base Building Improvements must be changed or added to in order to accommodate the specific needs of Tenant in the Premises, such changes or additions shall be considered Tenant Improvements (as defined below), the costs on account thereof shall be included in Tenant Improvement Costs (as defined below).

2.2 Definition of Tenant Improvements and Tenant Improvement Costs. "Tenant Improvements" shall mean all improvements required by the Working Drawings (as defined below) and otherwise described in Addendum B hereto. "Tenant Improvement Costs" shall mean the costs of Tenant Improvements, including, without limitation, design and construction costs, costs for furniture, fixtures and equipment (including, without limitation, rough-in of cableways for telecommunications and security equipment, but not the equipment itself, as more fully described in Addendum B), and soft costs, not to exceed, in the aggregate, the sum of the Base Tenant Improvement Allowance, the Additional Tenant Improvement Allowance, the Furniture, Fixtures and Equipment Allowance, other allowances, if any, and costs of Change Orders (as defined below), if any. Tenant Improvement Costs shall include elements of the design required for the Tenant Improvements to comply with the Americans with Disabilities Act.

2.3 Additional Costs Not Tenant Improvement Costs.

(a) In the event that the Building, as initially constructed, does not comply with all codes applicable to the Building, and Landlord incurs increased design or construction

costs that it would not have incurred had the Building been in compliance with such codes, such costs shall not be included in the calculation of Tenant Improvement Costs and Tenant shall have no financial responsibility for such costs.

(b) Any work that Landlord must undertake to cause the Building to comply with the access requirements of the Americans with Disabilities Act or make the building systems, including, without limitation, electrical service and heating, ventilation and air-conditioning equipment ("HVAC"), fully operational, shall be at Landlord's sole cost and expense, except to the extent Landlord must modify the Building to accommodate the specific and exclusive needs of Tenant, in which case the costs of such modification shall be included in Tenant Improvement Costs.

(c) Tenant Improvement Costs shall not include any costs associated with (i) base building fire sprinkler system installation in the Building or (ii) supervision or overhead costs of Landlord.

3. Architect. The licensed architect with respect to the Building is AECOM Services, Inc., doing business as AECOM Design ("Architect"). Architect will engage subcontractors and other consultants, including engineers, to work with it in the preparation of the design documents for the Building and the Tenant Improvements. Notwithstanding the foregoing, Tenant acknowledges that Tenant is responsible for the design services with respect to the telecommunications systems (cabling and low voltage equipment and size and location of the conduit) and furniture, fixtures and equipment procured as part of the Furniture, Fixtures and Equipment Allowance, and Landlord and Contractor shall have no responsibility or liability for errors, omissions or inconsistencies in such design, all of which shall be the sole responsibility and liability of Tenant.

4. Contractor. The Judicial Council of California, Administrative Office of the Courts ("AOC"), selected Landlord to design, build, finance, operate and maintain the new Long Beach Court Building to be located at 275 Magnolia Avenue in Long Beach, California. Landlord entered into a Design-Build Agreement, dated December 20, 2011, as amended by Amendment No. 1 thereto, dated as of June 1, 2011 (as amended, supplemented or otherwise modified from time to time, the "Design-Build Agreement"), with Clark Design/Build of California, Inc. ("Contractor"). Contractor has retained Architect and Architect's engineers to prepare, or cause to be prepared, all plans and specifications relating to the structural, mechanical, electrical, plumbing, HVAC and life safety work of the Tenant Improvements.

5. Preparation of Plans and Specifications and Construction Schedule.

5.1 Preparation of Space Plan. Landlord and Tenant acknowledge that Tenant has delivered to Landlord an approved space plan and outline specifications for the Premises, based on the plans and specifications for the Building (the "Base Building Plans"), showing all demising walls, corridors, entrances, exits, doors, interior partitions, and the locations of all offices, conference rooms, computer rooms, mini-service kitchens, reception areas and file rooms for all five of the County's departments that will occupy the Premises (collectively, the "Space Plan"). Landlord shall not make any modifications, other than modifications necessary to comply with applicable building codes or other applicable laws, to the Base Building Plans

that will materially and adversely affect Tenant's contemplated use of the Premises without the prior approval of Tenant (which approval shall not be unreasonably withheld, conditioned, or delayed). The costs of such modification to the Base Building Plans shall be borne by Landlord. If any material change to the Base Building Plans relating to the Premises or Common Areas to be utilized by Tenant occurs, Landlord shall immediately notify Tenant of such change and provide a written explanation for the change to Tenant's Representative.

5.2 Preparation and Approval of Working Drawings. In accordance with the Master Construction Schedule and the Tenant Improvements Schedule, Landlord caused Contractor to prepare, based upon the Space Plan, construction documents consisting of drawings and specifications (including mechanical, electrical, plumbing, and HVAC plans) describing in detail the requirements for the construction of the Tenant Improvements, which were delivered to Tenant when the design of the Tenant Improvements was approximately 50% complete and subsequently approved by Tenant (the "Working Drawings"). It shall be the responsibility of Landlord that the Working Drawings comply with all applicable building codes.

5.3 Integration of Working Drawings into Final Plans. In accordance with the Master Construction Schedule and the Tenant Improvements Schedule, Landlord has caused Contractor to further develop the Working Drawings into construction documents consisting of drawings and specifications describing in detail the requirements for the construction of the Tenant Improvements, which were delivered to Tenant when such construction documents were approximately 95% complete and subsequently approved by Tenant (the "Final Plans"). The Final Plans are suitable for plan check review and permitting by TMAD Taylor & Gaines (the "Independent Building Expert"), the Office of the State Fire Marshall, and the Department of the State Architect, as applicable. It shall be the responsibility of Landlord that the Final Plans comply with all applicable building codes and are consistent with the Working Drawings.

5.4 Approval of Plans by Tenant. Notwithstanding anything to the contrary stated or implied in this Work Letter, Tenant's approval of the Working Drawings as described in Section 5.2 and Tenant's approval of the Final Plans described in Section 5.3 above were for the purpose of confirming that the design set forth therein is satisfactory to Tenant and complies with all of the requirements of Tenant for use of the Premises, and otherwise shall not imply any warranty or representation by Tenant regarding the same, or impose upon Tenant any obligation for compliance of the Final Plans with applicable building codes, laws, ordinances and other requirements of any governmental authority with jurisdiction over the Premises, all of which is the sole responsibility of Landlord. Accordingly, notwithstanding that the Working Drawings and the Final Plans have been reviewed and approved by Tenant or its space planner, architect, engineers or consultants, and notwithstanding any advice or assistance which may be rendered to Landlord, the Architect, the Architect's engineers, or the Contractor by any of the foregoing parties, Tenant shall have no liability or responsibility for any professional errors or omissions contained in the Working Drawings or Final Plans.

5.5 Schedule. Landlord has provided Tenant with a copy of the master schedule for the construction of the Building, including the Base Building Improvements, dated September 1, 2011 (the "Master Construction Schedule"). The Master Construction Schedule includes the design and construction schedule for the completion of the design, permitting and the construction of the Tenant Improvements (the "Tenant Improvements Schedule"). As the

construction of the Building, the Base Building Improvements, and the Tenant Improvements continues, Landlord may amend the Master Construction Schedule or the Tenant Improvements Schedule from time to time to reflect any changes to the projected dates set forth therein. Landlord shall promptly give Tenant's Work Letter Representative notice of any change to the Master Construction Schedule or the Tenant Improvements Schedule.

6. Construction Budget and Payment of Costs.

6.1 Construction Budget and Lump Sum Price

(a) Landlord submitted to Tenant a preliminary budget (the "Preliminary Budget") on July 22, 2011. The Preliminary Budget was reviewed by Landlord and Tenant, revised and a final budget, together with the list of documents upon which such budget was based, was submitted by Landlord to Tenant on [_____, 2012] (the "Final Construction Budget"). Landlord and Tenant hereby agree that Landlord shall design and construct the Tenant Improvements in accordance with the Final Plans for a lump sum price of [\$_____] (as such amount may be adjusted pursuant to the provisions of this Work Letter, the "Contract Price").

(b) Attached hereto as Addendum C is the Schedule of Values, which allocates the entire Contract Price among the various portions of the Tenant Improvement Work. The Schedule of Values has the following line items:

- (i) line items for each portion of the trade work, i.e., electrical, mechanical, etc.;
- (ii) "Design Costs", which are design, architectural and engineering costs incurred or to be incurred by Contractor;
- (iii) "GC/GR Costs", which are general conditions costs and general requirements costs incurred or to be incurred by Contractor;
- (iv) "Contractor's Fee", which is the lump sum amount payable to Contractor as profit for performing the Tenant Improvements work; and
- (iv) "Landlord Costs", which are costs of permitting, testing and inspecting the Tenant Improvements, as well as costs of the Independent Building Inspector and certain financing costs; and
- (v) the Furniture, Fixtures and Equipment Allowance.

6.2 Payment of Contract Price. The Contract Price shall be paid first by Landlord from the Base Tenant Improvement Allowance and then by Tenant from the Additional Tenant Improvement Allowance in accordance with the terms hereof. The Furniture, Fixtures and Equipment Allowance shall be paid by Tenant in accordance with the terms hereof.

6.3 Delays and Increased Costs. Tenant shall be responsible for any delays in completing the Tenant Improvements to the extent such delays arise from Tenant Delays (as defined below) or Change Orders (as defined below). Tenant shall be responsible for increased

costs with respect to any delays in completing the Tenant Improvements to the extent of such increased costs are the result of Tenant Delays or Change Orders.

6.4 Funded Design and Infrastructure Costs. On each of the following dates (each a “Design Funding Date”), Landlord advanced, on behalf of Tenant, the following amounts for the payment of certain Tenant Improvements Costs, consisting of design costs and costs for installation of certain early infrastructure items (the “Funded Design and Infrastructure Costs”).

<u>Design Funding Date</u>	<u>Funded Design and Infrastructure Costs</u>
October 31, 2011	\$568,090
November 30, 2011	9,665
January 31, 2012	7,801
March 13, 2012	7,400
	<hr/> \$592,996

Tenant shall reimburse Landlord for the Funded Design and Infrastructure Costs. The Funded Design and Infrastructure Costs shall be included in the Contract Price. The payment of the Funded Design and Infrastructure Costs shall be made from the Base Tenant Improvement Allowance, which shall be included in the first application for payment made in accordance with Section 6 hereof.

6.5 Monthly Payments.

(a) Subject to Section 6.12 below, Tenant shall make monthly progress payments to Landlord on account of the Contract Price according to the percentage of Tenant Improvements completed during each month (including payment for on-site and off-site stored materials), less Retainage (as defined below). Design Costs (other than for construction administration services) shall be paid as part of the first Application for Payment. Design Costs on account of construction administration services, GC/GR Costs, Contractor’s Fee and Landlord Costs shall be paid in equal monthly installments. The amount of such installments shall equal the total Contractor’s Fee, the total General Conditions Costs, the total Design Costs applicable to construction administration services and the total Landlord Costs divided by the number of months in the Tenant Improvement Schedule.

(b) Subject to Section 6.12 below, additional amounts payable by Tenant to Landlord under this Work Letter in respect of Change Orders will be evidenced by Change Orders and paid in accordance with the provisions of this Section 6.

6.6 Applications for Payment.

(a) The period covered by each monthly invoice submitted by Landlord to Tenant for payment pursuant to this Section (the “Application for Payment”) shall be the period of time commencing on the 16th calendar day of the previous month and ending on and including the 15th calendar day of the then-current month. In accordance with Addendum D hereto, Landlord and Tenant shall meet (which meeting shall include Contractor) to review a preliminary draft of the

Application for Payment (a "Pencil Draw") prepared by Landlord. In accordance with the time periods set forth in Addendum D hereto, after the aforementioned meeting, Landlord shall (i) revise the Pencil Draw in accordance with any objections or recommendations of Tenant that are consistent with the requirements of this Work Letter, and (ii) submit the revised Pencil Draw to Tenant as the Application for Payment.

(b) Each Application for Payment shall show the percentage of completion for each portion of the Tenant Improvements (including purchased fixtures, furnishings equipment and materials stored on-site or off-site) and Change Orders as of the end of the period covered by the Application for Payment as well as the applicable Retention Amount (as defined below). Each Application for Payment shall separately account for costs with respect to the Furniture, Fixtures and Equipment Allowance.

(c) Each Application for Payment shall be submitted on AIA Document G702 (Application and Certificate for Payment) and AIA Document G703 (Continuation Sheet) and broken out by subcontracting trade together with corresponding subcontractor payment applications.

(d) Together with each Application for Payment, Landlord will submit, (1) with respect to the amounts which are subject to such Application for Payment, original conditional mechanics' lien waiver and release forms in form required by applicable law, executed and delivered by each provider of labor and materials covered by the subject Application for Payment, including without limitation the Contractor and each of its subcontractors receiving payment as well as other contractors, subcontractors, sub-subcontractors and materialmen who have lien rights regarding the Tenant Improvements, specifying in each instance, the amount to be paid in consideration of such conditional waiver and release; provided, however, that Contractor may provide or cause to be provided, a bond or other security acceptable to Landlord to cover any lien which is not subject to a conditional waiver or release; and (ii) with respect to the amounts which are the subject of the immediate past Application for Payment, original unconditional mechanics' waiver and release forms in form required by applicable law executed and delivered by each supplier of labor and materials covered by the immediate past Application for Payment, including without limitation Contractor and each of its subcontractors receiving payment under the applicable immediate past Application for Payment as well as all other contractors, subcontractors, sub-subcontractors and materialmen who have lien rights regarding the Tenant Improvements, specifying in each instance the amount paid in consideration of such unconditional waiver and release; provided, however, that Contractor may provide a bond or other security acceptable to Landlord to cover any lien which is not subject to an unconditional waiver or release.

6.7 Approval or Disapproval of Application for Payment. Within five (5) Business Days of receipt of an Application for Payment and accompanying information, Tenant shall (i) provide written notice to Landlord stating that it approves the Application for Payment and Landlord is entitled to payment thereof, or (ii) provide written notice to Landlord setting forth Tenant's reasons for withholding any portion of the amount requested in such Application for Payment.

6.8 Tenant May Withhold Approval. Tenant may withhold approval of all or any part of the amount requested in an Application for Payment to such extent as may be necessary in Tenant's reasonable opinion to protect Tenant from any loss for which Landlord is responsible, as a result of: (a) any deficiency, defect, or noncompliance with respect to the Tenant Improvements; or (b) repeated failure of Landlord to fulfill its obligations in accordance with this Work Letter. When such reasons for withholding approval are removed, payment will be made for amounts previously withheld. Any disputes as to whether or not the construction of the Tenant Improvements, or any portion thereof, has been properly completed shall be conclusively decided by the Independent Building Expert.

6.9 Payment. Provided that an Application for Payment is received by Tenant no later than corresponding date set forth in Addendum D, and subject to Section 6.12 below, Tenant shall make payment of amounts in an Application for Payment (less amounts withheld under Sections 6.7 and 6.8 above), less retention of ten percent (10%) of the amount otherwise payable under the Application for Payment for all line items in the Schedule of Values other than Design Costs, GC/GR Costs, Contractor's Fee and Landlord Costs (the aggregate amount of such retentions being the "Retention Amount") not later than ten (10) Business Days following Tenant's approval of an Application for Payment in accordance with Section 6.7 above. .

6.10 Form of Payment. Payments made by Tenant in accordance with Section 6.9 shall be in the form of a check to Landlord or other form of payment acceptable to Landlord.

6.11 Disbursement of Retention Amount. Subject to the provisions of this Work Letter, payment of the Retention Amount, less a holdback amount equal to 150% of the estimated cost to complete or rectify the item on the Punchlist Items (as defined below) (the "Holdback Amount"), shall be made by Tenant to Landlord within ten (10) calendar days following the Substantial Completion (as defined in the Lease) of the Tenant Improvements; provided, that, in addition to the requirements of Section 6.6 and Section 6.7, Landlord delivers to Tenant a certificate from the Independent Building Expert, in form reasonably acceptable to Tenant and Landlord, certifying that the Tenant Improvements have been substantially completed in accordance with the Final Plans (as such Final Plans may be modified pursuant to the provisions hereof). Such certificate from the Independent Building Expert shall evidence that the Tenant Improvements have been substantially completed in accordance with the Final Plans and be final and binding on Tenant and Landlord with respect to the Substantial Completion of the construction of the Tenant Improvements.

6.12 Other Terms. Landlord acknowledges that if the sum of the Base Tenant Improvement Allowance and the Additional Tenant Improvement Allowance is insufficient to fund the costs of the Tenant Improvements (not including the acquisition and installation of the furniture, fixtures and equipment) in accordance with the Final Plans, Landlord shall be responsible for and shall pay the amount necessary to complete the Tenant Improvements (not including the acquisition and installation of the furniture, fixtures and equipment) in accordance with the Final Plans. Notwithstanding the previous sentence, Tenant shall be responsible for additional costs to the extent such additional costs are attributable to Change Orders requested by Tenant or costs associated with Tenant Delay.

6.13 Furniture, Fixtures and Equipment Allowance; Other Allowances.

(a) Within five (5) business days of the Final Completion Date (as defined below), Landlord shall provide to Tenant a statement showing in reasonable detail all costs with respect to the use of the Furniture, Fixtures and Equipment Allowance. In the event that the actual total costs of furniture, fixtures and equipment is less than the Furniture, Fixtures and Equipment Allowance, Landlord and Tenant hereby agree that an amount equal to the difference between the Furniture, Fixtures and Equipment Allowance and the actual total costs of furniture, fixtures and equipment may be applied in Tenant's sole discretion to any one of the following purposes: (i) the cost of additional furniture, fixtures and equipment; (ii) the cost of other or additional improvements constituting part of the Premises; (iii) transferred to Tenant for deposit into Tenant's account; (iv) for any other lawful purpose approved in an opinion of legal counsel to Tenant addressed to Landlord. The parties acknowledge that if the actual cost of furniture, fixtures and equipment selected by Tenant exceeds the Furniture, Fixtures and Equipment Allowance, such difference shall be deemed to be a Change Order requested by Tenant. If such additional costs are required to be approved or appropriated by Tenant, Landlord shall not be responsible for providing furniture, fixtures and equipment in excess of the Furniture, Fixtures and Equipment Allowance unless and until Tenant provided Landlord with evidence of approval or appropriation.

(b) Any other allowances that are part of the Contract Price shall be treated in the same manner as the Furniture, Fixtures and Equipment Allowance.

(c) Tenant shall have the right to audit costs with respect to the Furniture, Fixtures and Equipment Allowance, any other allowances that are part of the Contract Price and Change Orders payable on a cost reimbursable (rather than lump sum) basis for a period of five (5) years from the Commencement Date (as defined in the Lease). In the event the audit shows that Tenant is entitled to a reduction in payments to Landlord under this Work Letter, Tenant shall provide Landlord with a copy of the audit summary and Landlord, within thirty (30) days of demand, shall refund to Tenant the amount of any overpayment made by Tenant and all future payments shall be adjusted as appropriate based upon the audit results. Other than as set forth above, Tenant shall have no right to audit amounts payable as part of the Contract Price.

7. Construction of Tenant Improvements.

7.1 Tenant Improvements. The Tenant Improvements to be constructed by Landlord are described more particularly on Addendum B hereto.

7.2 Permits. Landlord shall be responsible for obtaining the approval of the Independent Building Expert, the Office of the State Fire Marshall, and the Department of the State Architect, to the extent applicable, and all permits required by governmental authorities having jurisdiction over the construction of the Tenant Improvements, if any, promptly after approval of the Final Plans.

7.3 Commencement of Construction. Landlord shall commence construction of the Tenant Improvements in a timely manner so as achieve Substantial Completion on or prior to September 1, 2013 (as such date may be adjusted pursuant to the provisions of this Work Letter,

the "Projected Commencement Date"). Landlord shall thereafter diligently proceed to construct and complete all Tenant Improvements in accordance with the Tenant Improvements Schedule, subject to adjustment in accordance with this Work Letter.

7.4 Construction. Construction of the Tenant Improvements will be subject to the following terms and conditions:

(a) Notice of Nonresponsibility. Landlord shall cooperate with Tenant in posting a notice or notices of nonresponsibility by Tenant.

(b) Decorating Decisions. All design and programming, space planning and interior decorating services, such as selection of wall paint colors or wall coverings, furniture, fixtures, carpeting and any or all other decorator selection efforts shall be provided by Landlord at Landlord's expense in accordance with the Final Construction Budget and in accordance with the Final Plans. Landlord shall consult with Tenant with respect to all such decorating services and decisions and obtain Tenant's approval with respect thereto, which approval shall not be unreasonably delayed, conditioned or withheld, and shall be granted if consistent with the Final Plans.

(c) Clean-Up. Landlord shall be responsible for all clean-up with respect to the Tenant Improvements until Substantial Completion; thereafter, Landlord shall be responsible for all clean-up only with respect to Tenant Improvements work performed after Substantial Completion. Tenant shall be responsible for all clean-up with respect to any work to be performed by Tenant or its contractors, representatives, agents, or departments.

(d) Compliance with Laws. Landlord shall construct the Tenant Improvements in compliance with all applicable laws and regulations. The construction of the Tenant Improvements shall be subject to the general inspection of Tenant. The Premises shall comply with all applicable building codes, regulations and ordinances. Landlord shall cause Contractor to pay not less than prevailing rates of wages with respect to the construction portion of the Tenant Improvements in accordance with Section 1720 et. seq. of the California Labor Code for workers at the Premises in job classifications covered thereby, including all applicable shift, weekend, holiday, foreman, health and welfare, pension, vacation, travel, training, subsistence and other pay established for each classification of work, using the same wage rates as are applicable to the Building. Furthermore, Landlord shall cause Contractor to post a copy of the prevailing rates of wages at the Building site.

(e) Tenant's Access. Landlord agrees that Tenant and its employees, project manager, consultants and representatives (collectively, "Tenant Representatives"), shall have access to the Premises at all reasonable times when Contractor and Landlord are on site, subject to prior written notice to Landlord and compliance with all of Contractor's or Landlord's safety rules and regulations, during the construction of the Base Building Improvements and the Tenant Improvements for the purpose of reviewing the construction of the Base Building Improvements and inspecting the Tenant Improvements and attending meetings with Landlord, Contractor, and Architect and Tenant Representatives shall have the right to inspect the Tenant Improvements and ascertain that the Tenant Improvements are being constructed in accordance with the Final Plans. Landlord shall cause any Tenant Improvements reasonably ascertained by Tenant, or the

Independent Building Expert, as not in conformance with the Final Plans to be corrected to conform to the Final Plans to the reasonable satisfaction of Tenant at no cost to Tenant.

(f) Quality of Work and Materials. Landlord represents that the Building is a class A-type building (i.e. designed and built in accordance with the Design-Build Agreement). All materials, machinery, structures, improvements, and equipment to be furnished as part of the Tenant Improvements shall be new, of recent manufacture, and of good quality. Landlord further agrees that the Tenant Improvements will conform to the requirements of the Final Plans, as modified, in accordance with this Work Letter, and will be free from Defects (as defined below).

(g) Correction of Defects. Tenant shall give notice to Landlord of any deficiency, defect, or noncompliance with respect to the performance by Landlord of the construction of the Tenant Improvements in accordance with the terms hereof or any defect or deficiency in respect of any equipment (a "Defect"), promptly following obtaining knowledge thereof. Landlord shall promptly correct, at Landlord's sole cost and expense, any Defect of which notice has been given to Landlord prior to the expiration of the one year period commencing on the Commencement Date. Landlord's obligation under this Section to correct such Defects shall be limited to the repair, replacement or restoration of the Tenant Improvements in accordance with this Work Letter, including without limitation the Final Plans. The duties, liabilities, and obligations of Landlord under Section 7.4(f) and Section 7.4(g) do not extend to any repairs, adjustments, alterations, replacements, or maintenance of materials as a result of the improper operation and maintenance of the Premises of Tenant, or which are required as a result of normal wear and tear in the operation of the Premises (other than as caused by the negligence of Landlord or the failure of Landlord to comply with this Work Letter or the Lease).

7.5 Conformed Plans. By the Final Completion Date (as defined below), Landlord shall submit to Tenant one complete set of conformed plans (so called "as-builts") incorporating, in accordance with standard industry custom and practice, field changes made and changes or revisions that have been made subsequent to the submission of the Final Plans to Tenant. A copy of "as-built" or "record documents" shall also be submitted to Tenant in a digital format to be agreed upon by Tenant and Landlord.

7.6 Bids for Furniture, Fixtures and Equipment. Unless waived by Tenant in writing, any major contractors, subcontractors and materials providers providing labor or materials for furniture, fixtures and equipment payable from the Furniture, Fixtures and Equipment Allowance shall be selected only after at least three (3) bids have been solicited from responsible and qualified persons. Landlord shall submit at least three (3) sealed fixed price bids for such furniture, fixtures and equipment to Tenant for its review prior to the award of the contract or contracts. The bids shall be jointly opened and reviewed by Landlord and Tenant. The bids shall include an itemized list of all materials, equipment, furnishings, fixtures and labor and shall include all additional costs, including architects and engineering fees, permits, reasonable contractor's profit and overhead, and project management fees. Landlord shall award the contract or contracts after Tenant's review.

8. Change Orders. Tenant may request changes, additions, deletions or alterations to the Working Drawings or the Final Plans (a "Change Order"); provided, that both Tenant and Landlord approve such changes in writing. In addition, a Change Order may be required due to increased costs on account of Tenant Delays in accordance with Section 6.3. The amount of the Maximum Change Order Allowance has been authorized by the Board of Supervisors of the County to be used to pay the costs of all Change Orders authorized by the Chief Executive Officer of Tenant on behalf of Tenant and then only if the aggregate amount of all approved Change Orders does not exceed the Maximum Change Order Allowance. Tenant shall not request a Change Order if the cost of such Change Order, together with all previously approved Change Orders, exceed the Maximum Change Order Allowance unless Tenant delivers written evidence to Landlord that the cost of such Change Orders has been authorized or appropriated by the Board of Supervisors of the County. Landlord shall submit to Tenant with each requested Change Order (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Orders previously approved, and (iii) an estimate of the construction time which will be increased or shortened if the Change Order is approved. Each Change Order must be signed and dated by the Chief Executive Officer of Tenant on behalf of Tenant. In the event that a requested modification to the Working Drawings or the Final Plans reduces the cost of construction of the Tenant Improvements, Landlord shall apply the savings in construction costs pursuant to Tenant's instruction. Landlord shall not make any modifications to the Working Drawings or the Final Plans that would result in an increase in the costs to Tenant of construction of the Tenant Improvements or the cost to Tenant of the acquisition or installation of the furniture, fixtures and equipment, as the case may be, in excess of amounts budgeted therefor without the prior written approval of Tenant. Any change required to correct an error or omission of Landlord, Architect, or Contractor shall be at Landlord's sole cost and expense.

9. Furniture System.

9.1. Tenant shall deliver to Landlord within ten (10) days after execution hereof, modular furniture plans and specifications (the "Modular Specifications"). Based on the Modular Specifications, Landlord shall prepare, or cause to be prepared, a modular furniture specifications bid package for submission to no fewer than three furniture vendors. The bid package, and any eventual furniture order, shall be separate and apart from any similar bid packages for the AOC. Prior to submission for bids, Landlord shall review the bid package with Tenant and Tenant shall have the right to approve or disapprove the bid package within ten (10) business days. Tenant shall give all approvals and make all decisions with respect to the acquisition and installation of the furniture, fixtures, and equipment by the dates set forth in the Tenant Improvements Schedule. Landlord shall provide the modular furniture set forth in the Modular Specifications as part of the Furniture, Fixtures and Equipment Allowance. For the avoidance of doubt, furniture, fixtures and equipment does not include telephone, data, security, audiovisual or public address system cabling or equipment and Tenant shall contract separately for these items. Tenant shall specify all of the furniture, fixtures and equipment that Landlord will be purchasing on behalf of Tenant from the Furniture, Fixtures and Equipment Allowance and, as such, Tenant is responsible for the accuracy of such specifications and for ensuring that the such specifications, viewed alone and in conjunction with the Base Building Plans, the Working Drawings and the Final Plans, comply with all applicable laws. Landlord is responsible for any damage or theft to the furniture, fixtures, and equipment caused by Landlord during the installation of such furniture, fixtures, and equipment. Legal title to and ownership of all

furniture, fixtures, and equipment provided hereunder shall pass to and vest in Tenant, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, upon the payment in full for the portion of the furniture, fixtures, and equipment so provided. Landlord, for the protection of Tenant, shall obtain from vendors, suppliers and other persons from which Landlord procures the furniture, fixtures, and equipment such warranties and guarantees as are normally provided with respect thereto, each of which shall be assigned to Tenant as necessary.

9.2 Tenant may opt to finance the lump-sum payment for the cost of modular furniture or telecommunications equipment through lease-purchase financing with a third-party vendor ("Creditor"). In the event the Tenant elects to enter into a lease-purchase financing of the furniture and telecommunications equipment (collectively, the "Personal Property") through a Creditor, Landlord expressly agrees as follows:

(a) the Personal Property shall not become part of the realty or real property, but shall remain personal property removable by the Creditor and its assigns, provided that any damage occasioned by such removal shall be repaired by Creditor;

(b) Landlord shall be given prior written notice of any plan by Creditor to remove the Personal Property;

(c) this Section shall be binding on the representatives, successors and assigns of all parties hereto and shall inure to the benefit of the successors-in-interest to all parties hereto; and

(d) Landlord does hereby waive any right to gain possession of any of Personal Property during the term of this Lease.

10. Final Completion of Construction; Punchlist Items. Landlord shall have one hundred twenty (120) days following the Substantial Completion of the Tenant Improvements (the "Final Completion Date"), to correct or complete any and all punchlist items that do not materially impair the use of the Premises (collectively, the "Punchlist Items") identified in writing by the Independent Building Expert. Upon completion of all Punchlist Items, certified as to their completion by the Independent Building Expert, the Tenant shall disburse the Holdback Amount to Landlord. In the event that Landlord fails to cause final completion of all Punchlist Items on or before the Final Completion Date, or fails to secure the final certificates described in this Section 10, then Tenant shall be entitled to use such Holdback Amount, at its option, to complete such remaining Punchlist Items, secure said final certificates, and pay any remaining Holdback Amount to any party entitled to receive the same, upon receipt from such party of said final lien release waivers described in Section 6 hereof. The Final Completion Date shall be extended by one (1) business day for each one (1) business day of delay, or additional business days as mutually agreed upon by Landlord and Tenant, resulting from of Tenant Delays or Force Majeure Delays described below in Section 14.1.

11. Savings; Audit. Within sixty (60) days following the Final Completion Date, Landlord shall provide Tenant with a final accounting of the actual costs on account of the Furniture, Fixtures and Equipment Allowance, all other allowances, and all Change Orders performed on a cost reimbursable (as opposed to lump sum) basis (the "Actual Costs"). If the Actual Costs are

less than the aggregate amounts of the Furniture, Fixtures and Equipment Allowance, all other allowances and all Change Orders performed on a cost reimbursable basis, then the difference ("Savings") shall be allocated one hundred percent (100%) to Tenant. Tenant shall have the right to audit the Actual Costs for a period of five (5) years from Substantial Completion of the Tenant Improvements. In the event the audit shows that Tenant is entitled to a reduction in payments to Landlord under this Work Letter, Tenant shall provide Landlord with a copy of the audit and Landlord, within 30 days of receipt of such audit, shall refund to Tenant the amount of any overpayment made by Tenant. Tenant shall engage, on a non-contingent basis and at Tenant's expense, a third party certified accountant reasonably acceptable to Landlord to perform the audit. Tenant shall not be entitled to audit the Contract Price or any Change Order performed on a lump sum basis or the components of any agreed-to rates.

12. Exclusions. The Tenant Improvement Costs shall not include any costs not set forth in the Final Construction Budget as it may be amended from time to time.

13. Telephone/Computer Room and Equipment/Telecom Responsibility. Landlord shall complete construction of the telephone equipment room(s), including permanent power and HVAC, in compliance with the Final Plans and specifications provided by Tenant, which specifications shall be consistent and coordinated with the Final Plans, in accordance with the Tenant Improvements Schedule, at least thirty (30) days prior to the Projected Commencement Date. During such 30 day period, Landlord shall not be responsible for any telephone/data equipment delivered to the site for programming prior to the Projected Commencement Date. Tenant's Internal Services Department will pay for and install all telecommunications equipment in the Premises. Landlord shall be responsible for installing all conduit and electrical items set forth in Tenant's telecom plans and specifications where references to "General Contractor", "Electrical Contractor", and "Door Hardware Contractor" are referred to in the plans and specifications.

14. Delay.

14.1. Tenant Delays and Force Majeure Delays. Except as set forth herein, no delay (except for Tenant Delays and Force Majeure Delays) in the design or construction of the Tenant Improvements shall be considered in the determination of the Commencement Date and, except as set forth herein or in the Lease, under no circumstance shall Tenant be responsible to pay for costs on account of any delay as a result of delay in the design or construction of Tenant Improvements (except for additional costs arising from Tenant Delays, which shall be the sole responsibility of Tenant). Subject to Section 14.2, the Projected Commencement Date shall be extended one (1) day for each day that the design and construction of the Tenant Improvements is delayed as a result of: (i) Tenant Delays; or (ii) Force Majeure Delays. "Tenant Delays" means Tenant fails or refuses to give authorizations or approvals or make submissions within the time periods required herein or in the Tenant Improvements Schedule or otherwise acts or fails to act in a manner that delays the design or construction of the Tenant Improvements. "Force Majeure Delays" means lightning, earthquake, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage or other similar causes beyond the reasonable control of Landlord.

14.2. Limitations.

(a) Notice. No Tenant Delays or Force Majeure Delays shall be deemed to have occurred unless Landlord has provided written notice as soon as practicable following the later to occur of (i) ten (10) days after occurrence of the event giving rise to such claim; or (ii) ten (10) days after Landlord's knowledge of the event giving rise to such claim, or, in the event of an emergency, as soon as reasonably possible, in compliance with the Lease, to Tenant specifying that Tenant Delays or Force Majeure Delays have occurred. Such notice shall (i) describe such delay and the cause thereof, if known, (ii) state the date on which such delay began and its estimated duration, (iii) summarize the consequences of such delay and the expected impact on the construction of the Base Building Improvements or the Tenant Improvements, as the case may be, and (iv) indicate the nature and scope of Landlord's potential entitlement to relief. Within thirty (30) days after receipt of a relief request by Landlord pursuant to this subsection, Tenant shall issue a written determination as to the extent, if any, to which it concurs with Landlord's request, and the reasons for any disagreement. Any disputes with respect to such determination shall be conclusively decided by the Independent Building Expert.

(b) Mitigation. Tenant Delays and Force Majeure Delays shall delay the Projected Commencement Date only in the event that Substantial Completion of the Tenant Improvements is delayed, despite Landlord's reasonable efforts to mitigate such delays, which efforts Landlord shall be obligated to make.

(c) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be recognized hereunder only to the extent the same are not concurrent with any other Tenant Delay or Force Majeure Delay which is effective hereunder. For example, if there are ten days of Tenant Delays and four days of Force Majeure Delays which occur during the same ten day period of such Tenant Delays, then the Projected Commencement Date would be extended by only ten days; on the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, the Projected Commencement Date would be extended by 14 days.

(d) Change Orders. Landlord may not claim that a Change Order requested by Tenant was a Tenant Delay; a Change Order requested by Tenant shall specify the amount of time the Projected Commencement Date shall be extended, along with costs associated therewith.

15. Tenant Remedies. If Landlord fails to obtain the building permit to construct the Tenant Improvements within 120 days of the date such permit is required to be obtained in accordance with the Tenant Improvement Schedule or if Tenant Improvements have not been completed within 180 days after the Projected Commencement Date (as the same may be extended by Change Orders, Tenant Delays or Force Majeure Delays), Tenant may cancel the Lease upon thirty (30) days written notice to Landlord.

Any default by Landlord under the terms of this Work Letter shall constitute a Landlord Default under the Lease if Landlord has failed to perform such obligation within thirty (30) days after the giving of notice with respect thereto by Tenant; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such 30-day period, there shall not be a Landlord Default if Landlord shall, within such period, commence such cure and

thereafter diligently prosecute the same to completion, and, as such, shall entitle Tenant to exercise all remedies set forth in Section 14 of the Lease.

16. Representatives.

16.1 Tenant Representative. Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Landlord, shall have the full authority and responsibility to act on behalf of Tenant as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1. Notwithstanding the foregoing, the parties acknowledge that (i) the Chief Executive Officer of Tenant on behalf of Tenant can authorize Change Orders if the aggregate amount of all approved Change Orders does not exceed the Maximum Change Order Allowance, (ii) only the Board of Supervisors of the County can authorize Change Orders if the aggregate amount of all approved Change Orders exceeds the Maximum Change Order Allowance, and (iii) no action by the Tenant Representative that would have the effect of increasing the cost to Tenant of the Tenant Improvements shall be valid without the authorizations referred to in clauses (i) and (ii) above.

16.2 Landlord Representative. Landlord has designated Landlord's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Tenant, shall have the full authority and responsibility to act on behalf of Landlord as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.

17. Elevator Usage During Move-In. Tenant shall have the right to use, on a non-exclusive basis and subject to scheduling by and the rules and regulations of Landlord's operator (Johnson Controls, Inc.), the elevators or hoists in the Building in order for Tenant to move-in to the Premises.

18. Construction Meetings. During the course of construction of the Tenant Improvements, regular weekly (every other week) progress meetings shall be held between Contractor, Landlord and Tenant at a time that is mutually convenient. Tenant shall attend the weekly construction progress meetings. Construction progress meetings shall be held at the Property or such other location designated by Landlord.

19. Delivery. All notices or other deliveries under this Work Letter shall be given or made, as the case may be, in accordance with the provisions of Section 29(f) of the Lease.

20. Agreement with Contractor. Landlord and Contractor shall execute a change order under the Design-Build Agreement consistent with the terms of this Work Letter for the design and construction of the Tenant Improvements.

[This space intentionally left blank; signature page immediately follows.]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Work Letter to be duly executed and delivered on the day and year first above written.

LANDLORD:

LONG BEACH JUDICIAL PARTNERS LLC

By: _____
Name: Stephen Reinstein
Title: Chief Executive Officer

TENANT:

COUNTY OF LOS ANGELES, a body politic and corporate

By: _____
Name: _____
Title: _____

ADDENDUM A

BASE BUILDING IMPROVEMENTS

Landlord has constructed (or will construct) the Building to include, at a minimum, the following:

- A. Service Core.
 - 1. Building stairways for exiting.
 - 2. Electrical, telephone, janitorial and mechanical rooms (with fan unit) to the extent located on each floor (such rooms are not intended for Tenant's exclusive use).
 - 3. All core partitions and elevator lobbies, clad with gymsum board taped and spackled as required by the building code.
 - 4. Men's and women's toilet rooms on each multi-tenant floor in compliance with all the State Building Codes and finished in accordance with the Building standard toilet rooms (such rooms are not intended for Tenant's exclusive use).
 - 5. Access at the core to domestic water, drainage and vent systems.
 - 6. Elevator lobbies installed and complete on multi-tenant floors which are partially occupied by Tenant and inclusive of the elevator lobby smoke doors and elevator pockets for the elevator lobby smoke doors as required by the building code.
- B. Core Doors. Building standard doors installed for stairwells, electrical, mechanical, janitor and telephone rooms and toilet rooms (such rooms are not intended for Tenant's exclusive use), finished and completed with frame, trim, hardware, locking devices where applicable and closers.
- C. Exterior Walls.
 - 1. Curtain wall installed and sealed.
 - 2. Exterior windows installed and sealed.
 - 3. All perimeter walls will be sealed, weather-tight, and insulated.
- D. Floors. Smooth and level (in accordance with industry standards) concrete floors with troweled finish.
- E. Heating, Ventilation and Air-Conditioning ("HVAC").
 - 1. Air handler(s) connected to chilled water risers and complete and fully installed to service the core area on all floors.
 - 2. Main supply distribution cold air duct loop from the mechanical equipment room around the Building core.
- F. Lighting. Installed and operating in all the stairwells, elevators, lobbies, mechanical rooms, utility rooms, janitorial rooms, toilet rooms, and all other core

areas lighting is normally provided (such rooms are not intended for Tenant's exclusive use).

G. Electrical/Power.

1. Electrical closets with power terminated in two electrical panels per floor, one for power and one for lighting, each of 200 amps with capacity for 40 circuit breakers.
2. Electrical service, at an acceptable wattage for Tenant's intended use, per the building code, stubbed to the Premises.

H. Life Safety.

1. Landlord shall install, or has installed, life safety systems to the extent required by the building for shell and core construction. All required panels, relays, etc. shall be in place ready for Tenant's hook-up.
2. The Base Building portion of the cost of installing a fire suppression sprinkler system in accordance with the building code shall be that portion of the cost that would have been incurred had Landlord installed a fire suppression sprinkler system for the Building and Premises sufficient for minimum coverage for unimproved space in accordance with the building code, including main loop connected to core with temporary construction heads.
3. Firehose and fire extinguisher cabinets installed at each stairwell or as required by the building code for shell and core construction.
4. Exit signs at all stairwells.
5. Smoke detectors in all elevator lobbies on all multi-tenant floors which are partially occupied by Tenant.
6. Fire extinguishers as required by the State Building Code for shell and core construction.
7. Fire horns, exit signs and communication systems installed as required by the building code for shell and core construction.
8. Electric hold-opens installed for all smoke doors at elevator lobbies.

I. Communication System. Sleeves through floor in core telephone rooms for Tenant's telecom access.

ADDENDUM B

TENANT IMPROVEMENTS

Tenant Improvements shall include:

- (a) Tenant ceilings and lighting;
- (b) floor finish in the Premises (except elevator lobbies and public corridors on multi-tenant floors and core area public toilet rooms);
- (c) interior finishes of any kind within the Premises (except elevator lobbies and public corridors on multi-tenant floors and core area toilet rooms);
- (d) interior partitions, doors and hardware within the Premises;
- (e) terminal boxes and reheat coils or other HVAC or air distribution systems or devices to or within the Premises, including supplemental cooling systems (24/7 with 100% redundancy) for computer/communication rooms;
- (f) as applicable, Tenant's furniture, fixtures and equipment, including conduit and raceways with pull lines for telephones, computers, security and cabling therefor;
- (g) distribution of electrical services, plumbing services and sprinklers from the core to the Premises, and domestic hot water heater and associated hot water piping;
- (h) any and all signs for Tenant and the power therefor subject to an allowance of \$25,000;
- (i) fire and life-safety systems throughout the Premises, including exit signs, intercoms and extinguishers;
- (j) additional or above standard electrical capacity;
- (k) access to the public right-of-way via underground conduit to the Main Point of Entry room for connection of telecommunications services (by Tenant); (l) all cabling and equipment for, data, security, audio-visual systems and public address systems shall be furnished and installed by Tenant; however, Landlord shall provide cable raceways (but not cable trays), including pull strings, for such cables and Landlord shall also provide door hardware, including electric hinges, electric locksets and raceways within doors and frames for both Landlord and Tenant supplied devices; and
- (m) Tenant Improvement work as required by the plans and specifications listed on Schedule I of Addendum B and incorporated herein by reference.

ADDENDUM B SCHEDULE I

<u>Drawing/ Specification</u>	<u>Date</u>	<u>Title</u>	<u>Source/Issue Date</u>
n/a	14-Oct-11	Cover Sheet	AECOM 10/14/2011
n/a	undated	Project Team	AECOM 10/14/2011
G001	14-Oct-11	Drawing Index	AECOM 10/14/2011
G020	14-Oct-11	Project Abbreviations and Symbols	AECOM 10/14/2011
G101	14-Oct-11	Ground Level Life Safety Plan - County TI	AECOM 10/14/2011
G102	14-Oct-11	Level 2 Life Safety Plan - County TI	AECOM 10/14/2011
G103	14-Oct-11	Level 3 Life Safety Plan - County TI	AECOM 10/14/2011
G104	14-Oct-11	Overall Level 4 Floor Plan Exiting Plan	AECOM 10/14/2011
G111	14-Oct-11	Ground Level Composite Floor Plan - County TI	AECOM 10/14/2011
G112	14-Oct-11	Level 2 Composite Floor Plan - County TI	AECOM 10/14/2011
G113	14-Oct-11	Level 3 Composite Floor Plan - County TI	AECOM 10/14/2011
G114	14-Oct-11	Level 4 Composite Floor Plan - County TI	AECOM 10/14/2011
IN001	14-Oct-11	General Notes	AECOM 10/14/2011
IN005	14-Oct-11	Disabled Access Notes / Diagram	AECOM 10/14/2011
IN006	8-Sep-11	Disabled Access Notes / Diagram	AECOM 10/14/2011
IN030	14-Oct-11	Partition Types	AECOM 10/14/2011
IN035	14-Oct-11	Partition Details	AECOM 10/14/2011
IN040	14-Oct-11	Door Types	AECOM 10/14/2011
IN041	14-Oct-11	Door Schedule	AECOM 10/14/2011
IN 060	14-Oct-11	Door Details	AECOM 10/14/2011
IN090	14-Oct-11	TI Finish Schedule	AECOM 10/14/2011
IN101D	14-Oct-11	Ground Level Area D Partition Plan	AECOM 10/14/2011
IN102B	14-Oct-11	Level 2 Area B Partition Plan	AECOM 10/14/2011
IN102C	14-Oct-11	Level 2 Area C Partition Plan	AECOM 10/14/2011
IN102D	14-Oct-11	Level 2 Area D Partition Plan	AECOM 10/14/2011
IN103C	14-Oct-11	Level 3 Area C Partition Plan	AECOM 10/14/2011
IN104B	14-Oct-11	Level 4 Area B Partition Plan	AECOM 10/14/2011
IN111D	14-Oct-11	Ground Level Area D Annotation Plan	AECOM 10/14/2011
IN112B	14-Oct-11	Level 2 Area B Annotation Plan	AECOM 10/14/2011
IN112C	14-Oct-11	Level 2 Area C Annotation Plan	AECOM 10/14/2011
IN112D	14-Oct-11	Level 2 Area D Annotation Plan	AECOM 10/14/2011
IN113C	14-Oct-11	Level 3 Area C Annotation Plan	AECOM 10/14/2011
IN114B	14-Oct-11	Level 4 Area B Annotation Plan	AECOM 10/14/2011
IN201D	14-Oct-11	Ground Level Area D Reflected Ceiling Plan	AECOM 10/14/2011
IN202B	14-Oct-11	Level 2 Area B Reflected Ceiling Plan	AECOM 10/14/2011
IN202C	14-Oct-11	Level 2 Area C Reflected Ceiling Plan	AECOM 10/14/2011
IN202D	14-Oct-11	Level 2 Area D Reflected Ceiling Plan	AECOM 10/14/2011
IN203C	14-Oct-11	Level 3 Area C Reflected Ceiling Plan	AECOM 10/14/2011
IN204B	14-Oct-11	Level 4 Area B Reflected Ceiling Plan	AECOM 10/14/2011
IN301D	14-Oct-11	Ground Level Area D Power Plan	AECOM 10/14/2011
IN302B	14-Oct-11	Level 2 Area B Power Plan	AECOM 10/14/2011
IN302C	14-Oct-11	Level 2 Area C Power Plan	AECOM 10/14/2011
IN302D	14-Oct-11	Level 2 Area D Power Plan	AECOM 10/14/2011
IN303C	14-Oct-11	Level 3 Area C Power Plan	AECOM 10/14/2011
IN304B	14-Oct-11	Level 4 Area B Power Plan	AECOM 10/14/2011
IN401D	14-Oct-11	Ground Level Area D Finish Plan	AECOM 10/14/2011
IN402B	14-Oct-11	Level 2 Area B Finish Plan	AECOM 10/14/2011
IN402C	14-Oct-11	Level 2 Area C Finish Plan	AECOM 10/14/2011
IN402D	14-Oct-11	Level 2 Area D Finish Plan	AECOM 10/14/2011

IN403C	14-Oct-11	Level 3 Area C Finish Plan	AECOM 10/14/2011
IN404B	14-Oct-11	Level 4 Area B Finish Plan	AECOM 10/14/2011
IN601	14-Oct-11	Interior Elevations	AECOM 10/14/2011
IN602	14-Oct-11	Interior Elevations	AECOM 10/14/2011
IN630	14-Oct-11	Enlarged Restroom Plans and Elevations	AECOM 10/14/2011
IN670	14-Oct-11	Enlarged Plans	AECOM 10/14/2011
IN671	14-Oct-11	Enlarged Plans	AECOM 10/14/2011
IN701	14-Oct-11	Details	AECOM 10/14/2011
IN702	14-Oct-11	Details	AECOM 10/14/2011
IN703	14-Oct-11	Details	AECOM 10/14/2011
IN704	14-Oct-11	Details	AECOM 10/14/2011
M0000	14-Oct-11	General Notes, Abbreviations, Symbol List	Syska Hennessey 10/14/2011
M0001	14-Oct-11	Mechanical Schedules	Syska Hennessey 10/14/2011
M0002	14-Oct-11	Mechanical Schedules 2	Syska Hennessey 10/14/2011
M0003	14-Oct-11	Mechanical Details	Syska Hennessey 10/14/2011
M0004	14-Oct-11	Mechanical Details	Syska Hennessey 10/14/2011
M0005	14-Oct-11	Title 24 Compliance Forms	Syska Hennessey 10/14/2011
M201D	14-Oct-11	Ground Level Area D Mechanical Plan	Syska Hennessey 10/14/2011
M202B	14-Oct-11	Level 2 Area B Mechanical Plan	Syska Hennessey 10/14/2011
M202C	14-Oct-11	Level 2 Area C Mechanical Plan	Syska Hennessey 10/14/2011
M202D	14-Oct-11	Level 2 Area D Mechanical Plan	Syska Hennessey 10/14/2011
M203C	14-Oct-11	Level 3 Area C Mechanical Plan	Syska Hennessey 10/14/2011
M204B	14-Oct-11	Level 4 Area B Mechanical Plan	Syska Hennessey 10/14/2011
M206D	14-Oct-11	Mechanical Roof Plan Part B, C	Syska Hennessey 10/14/2011
M207D	14-Oct-11	Mechanical Roof Plan Part A, D, MDF Basement	Syska Hennessey 10/14/2011
E000	14-Oct-11	General Notes, Symbols, List, Legends	Syska Hennessey 10/14/2011
E001	14-Oct-11	Title 24 Certificate of Compliance Forms Part 1	Syska Hennessey 10/14/2011
E002	14-Oct-11	Title 24 Certificate of Compliance Forms Part 2	Syska Hennessey 10/14/2011
E003	14-Oct-11	Electrical Details	Syska Hennessey 10/14/2011
E004	14-Oct-11	Electrical Enlarged Plans	Syska Hennessey 10/14/2011
E005	14-Oct-11	Partial Single Line Diagram - MSB	Syska Hennessey 10/14/2011
E006	14-Oct-11	Partial Single Line Diagram - MS3	Syska Hennessey 10/14/2011
E007	14-Oct-11	Partial Single Line Diagram - Emerg	Syska Hennessey 10/14/2011
E008	14-Oct-11	Electrical Panel Schedules	Syska Hennessey 10/14/2011
E009	14-Oct-11	Electrical Panel Schedules	Syska Hennessey 10/14/2011
E010	14-Oct-11	Electrical Panel Schedules	Syska Hennessey 10/14/2011
E011	14-Oct-11	Electrical Panel Schedules	Syska Hennessey 10/14/2011
EL201D	14-Oct-11	Ground Level Area D Lighting Plan	Syska Hennessey 10/14/2011
EL202B	14-Oct-11	Level 2 Area B Lighting Plan	Syska Hennessey 10/14/2011
EL202C	14-Oct-11	Level 2 Area C Lighting Plan	Syska Hennessey 10/14/2011
EL202D	14-Oct-11	Level 2 Area D Lighting Plan	Syska Hennessey 10/14/2011
EL203C	14-Oct-11	Level 3 Area C Lighting Plan	Syska Hennessey 10/14/2011
EL204B	14-Oct-11	Level 4 Area B Lighting Plan	Syska Hennessey 10/14/2011
EP201D	14-Oct-11	Ground Level Area D Power Plan	Syska Hennessey 10/14/2011
EP202B	14-Oct-11	Level 2 Area B Power Plan	Syska Hennessey 10/14/2011
EP202C	14-Oct-11	Level 2 Area C Power Plan	Syska Hennessey 10/14/2011
EP202D	14-Oct-11	Level 2 Area D Power Plan	Syska Hennessey 10/14/2011
EP203C	14-Oct-11	Level 3 Area C Power Plan	Syska Hennessey 10/14/2011
EP204B	14-Oct-11	Level 4 Area B Power Plan	Syska Hennessey 10/14/2011
EP206	14-Oct-11	Roof Power Plan	Syska Hennessey 10/14/2011
P0000	14-Oct-11	General Notes, Abbreviations, Symbol List	Syska Hennessey 10/14/2011
P0001	14-Oct-11	Plumbing Schedules	Syska Hennessey 10/14/2011
P0002	14-Oct-11	Plumbing Details	Syska Hennessey 10/14/2011

P201D	14-Oct-11	Ground Level Area A Plumbing Plan	Syska Hennessey 10/14/2011
P202B	14-Oct-11	Level 2 Area B Plumbing Plan	Syska Hennessey 10/14/2011
P202C	14-Oct-11	Level 2 Area C Plumbing Plan	Syska Hennessey 10/14/2011
P202D	14-Oct-11	Level 2 Area D Plumbing Plan	Syska Hennessey 10/14/2011
P203C	14-Oct-11	Level 3 Area C Plumbing Plan	Syska Hennessey 10/14/2011
P204B	14-Oct-11	Level 4 Area B Plumbing Plan	Syska Hennessey 10/14/2011
P301	14-Oct-11	Enlarged Plan	Syska Hennessey 10/14/2011
Project Manual	14-Oct-11	Project Manual New Long Beach Court Building	AECOM 10/14/2011

ADDENDUM C
SCHEDULE OF VALUES

ADDENDUM D

SCHEDULE OF APPLICATIONS FOR PAYMENT

Application Number	Period Starting Date	Period Ending Date	Landlord Submit Pencil Draw To Tenant	Landlord And Tenant Meet To Review The Pencil Draw	Landlord To Revise The Pencil Draw And Re-Submit	Tenant To Issue Payment Certificate
1	4/16/2012	5/15/2012	5/14/2012	5/15/2012	5/17/2012	5/23/2012
2	5/16/2012	6/15/2012	6/13/2012	6/14/2012	6/18/2012	6/22/2012
3	6/16/2012	7/15/2012	7/13/2012	7/16/2012	7/18/2012	7/24/2012
4	7/16/2012	8/15/2012	8/15/2012	8/16/2012	8/20/2012	8/24/2012
5	8/16/2012	9/15/2012	9/12/2012	9/13/2012	9/17/2012	9/21/2012
6	9/16/2012	10/15/2012	10/15/2012	10/16/2012	10/18/2012	10/24/2012
7	10/16/2012	11/15/2012	11/14/2012	11/15/2012	11/19/2012	11/23/2012
8	11/16/2012	12/15/2012	12/12/2012	12/13/2012	12/17/2012	12/20/2012
9	12/16/2012	1/15/2013	1/14/2013	1/15/2013	1/17/2013	1/24/2013
10	1/16/2013	2/15/2013	2/12/2013	2/13/2013	2/15/2013	2/21/2013
11	2/16/2013	3/15/2013	3/13/2013	3/14/2013	3/18/2013	3/22/2013
12	3/16/2013	4/15/2013	4/12/2013	4/15/2013	4/17/2013	4/23/2013
13	4/16/2013	5/15/2013	5/14/2013	5/15/2013	5/17/2013	5/23/2013
14	5/16/2013	6/15/2013	6/12/2013	6/13/2013	6/17/2013	6/21/2013
15	6/16/2013	7/15/2013	7/15/2013	7/16/2013	7/18/2013	7/24/2013
16	7/16/2013	8/15/2013	8/14/2013	8/15/2013	8/19/2013	8/23/2013
17	8/16/2013	8/31/2013	9/12/2013	9/13/2013	9/17/2013	9/23/2013

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AGREEMENT**

THIS LEASE AND AGREEMENT, made and entered into in duplicate original as of the _____ day of _____, 2012 by and between LONG BEACH JUDICIAL PARTNERS LLC, a California limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION. The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

(a) Landlord's Address for Notice: Long Beach Judicial Partners, LLC
444 West Ocean Boulevard, Suite 1530
Long Beach, California 90802
Fax Number: (562) 726-1162
Attention: Steve Reinstein,
Chief Executive Officer
E-mail: sreinstein@lb-jp.com

With a copy to:

Long Beach Judicial Partners LLC
c/o Meridiam Infrastructure
605 Third Avenue, 28th Floor
New York, NY 10158
Attention: Scott Derby, North American
Asset Management Director
Fax Number: (212) 798-8690
E-mail: s.derby@meridiam.com

(b) Tenant's Address for Notice: Board of Supervisors
Kenneth Hahn Hall of Administration,
Room 383
500 West Temple Street
Los Angeles, California 90012

	With a copy to:	1
		2
	Chief Executive Office	3
	Real Estate Division	4
	222 South Hill Street, 3rd Floor	5
	Los Angeles, California 90012	6
	Attention: Director of Real Estate	7
	Fax Number: (213) 217-6397	8
		9
(c)	<u>Premises:</u>	10
	Approximately 96,598 rentable square	11
	feet (79,044 useable square feet), located	12
	on the first, second, third and fourth	13
	floors and the basement of the Building	14
	(defined below) as shown on <u>Exhibit A</u>	15
	attached hereto.	16
(d)	<u>Building:</u>	17
	A building currently under construction	18
	and located northwest of the existing	19
	Long Beach Courthouse in the City of	20
	Long Beach (the "Building," also defined	21
	in the Project Agreement as the "Court	22
	Building"), the street address of which is	23
	275 Magnolia Avenue and as described	24
	more particularly in <u>Exhibit B</u> attached	25
	hereto (the "Property").	26
(e)	<u>Term:</u>	27
	Thirty five (35) years, commencing on	28
	the Commencement Date (as that term is	29
	defined in Section 4(a) below) and	30
	terminating at midnight on the day before	31
	the 35th anniversary of the	32
	Commencement Date (the "Termination	33
	Date"), subject to earlier termination by	34
	Landlord and Tenant as more fully	35
	provided hereinafter. The phrase "Term	36
	of this Lease" or "the Term hereof" as	37
	used in this Lease, or words of similar	38
	import, shall refer to the initial Term of	39
	this Lease together with any additional	40
	Extension Term for which an option has	41
	been validly exercised, if any.	42
(f)	<u>Projected Commencement Date:</u>	43
	September 1, 2013.	44
(g)	<u>Commencement Date:</u>	45
	See Section 4(a).	46

(h)	<u>Irrevocable Offer Expiration Date:</u>	<u>[To be determined]</u>	1
			2
			3
(i)	<u>Basic Rent:</u>	\$2.58 per rentable square foot per month (based on \$31.00 per rentable square foot per year; see Section 5[b]).	4
			5
			6
			7
(j)	<u>Early Termination Notice Date:</u>	See Section 2.	8
			9
(k)	<u>Rentable Square Feet in the Premises:</u>	96,598.	10
			11
			12
(l)	<u>Use:</u>	The administration of justice and related purposes in compliance with the terms of the Ground Lease (as defined below) pertaining to permissible uses or any other lawful use approved by Landlord.	13
			14
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			18
(m)	<u>Initial Departmental Uses:</u>	Probation Services; Alternative Public Defender; Public Defender; District Attorney; and Sheriffs Civil Management Unit.	19
			20
			21
			22
			23
(n)	<u>Parking Spaces:</u>	242 (non-exclusive and non-reserved). Tenant may request additional spaces per Section 20 herein.	24
			25
			26
			27
(o)	<u>Normal Working Hours:</u>	7:00 a.m. to 6:00 p.m., Monday through Friday, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed) and such other holidays as are generally recognized by the County of Los Angeles, California.	28
			29
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			37
1.1	<u>Defined Terms Relating to Landlord's Work Letter</u>		38
			39
(a)	<u>Base Tenant Improvement Allowance:</u>	\$20.00 per rentable square foot	40
			41
			42
(b)	<u>Additional Tenant Improvement Allowance:</u>	Not applicable.	43
			44
			45
(c)	<u>Maximum Change Order Allowance:</u>	\$_____.00	46

(d)	<u>Additional Tenant Improvement and Change Order Amortization Rate:</u>	Not applicable.	1 2 3 4 5
(e)	<u>Basic Rent Reduction:</u>	See Section 2 and as otherwise provided herein.	6 7 8
(f)	<u>Tenant's Work Letter Representative:</u>	Carol Bendorf and/or an assigned staff person of the Chief Executive Office-Real Estate Division, designated in writing to Landlord to act on behalf of Tenant.	9 10 11 12 13 14
(g)	<u>Landlord's Work Letter Representative:</u>	Steve Reinstein and/or assigned staff person of Landlord, designated in writing to Tenant to act on behalf of Landlord.	15 16 17 18
(h)	<u>Landlord's Address for Work Letter Notice:</u>	Long Beach Judicial Partners, LLC 444 West Ocean Boulevard Suite 1530 Long Beach, California 90802 Fax Number: (562) 726-1162 Attention: Steve Reinstein, Chief Executive Officer E-mail: sreinstein@lb-jp.com With a copy to: Long Beach Judicial Partners LLC c/o Meridiam Infrastructure 605 Third Avenue, 28th Floor New York, NY 10158 Attention: Scott Derby, North American Asset Management Director Fax Number: (212) 798-8690 E-mail: s.derby@meridiam.com	19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46

(i)	<u>Tenant's Address for Work Letter Notice:</u>	Board of Supervisors	1
		Kenneth Hahn Hall of Administration,	2
		Room 383	3
		500 West Temple Street	4
		Los Angeles, California 90012	5
			6
		With a copy to:	7
		Chief Executive Office	8
		Real Estate Division	9
		222 South Hill Street, 3rd Floor	10
		Los Angeles, California 90012	11
		Attention: Director of Real Estate	12
		Fax Number: (213) 217-6397	13
			14
1.2	<u>Exhibits to Lease:</u>	<u>Exhibit A-1</u> - Floor Plan of Premises	15
		<u>Exhibit A-2</u> - Premises Subject to Early Termination	16
			17
		<u>Exhibit A-3</u> - Relocatable Premises	18
		<u>Exhibit A-4</u> - Relocation Premises	19
		<u>Exhibit A-5</u> - AOC Expansion Space – Level 1	20
			21
		<u>Exhibit A-6</u> - AOC Expansion Space – Level 2	22
			23
		<u>Exhibit A-7</u> - AOC Expansion Space – Level 3	24
			25
		<u>Exhibit B</u> - Legal Description of Property	26
		<u>Exhibit C</u> - Commencement Date Memorandum and Confirmation of Lease Terms	27
			28
			29
		<u>Exhibit D</u> - Rules and Regulations	30
		<u>Exhibit E</u> - Form of Estoppel Certificate	31
		<u>Exhibit F</u> - HVAC Standards	32
		<u>Exhibit G</u> - Cleaning and Maintenance Schedule	33
			34
		<u>Exhibit H</u> - Ground Lease	35
		<u>Exhibit I</u> - Community Business Enterprises Form	36
			37
			38
1.3	<u>Landlord's Work Letter: (executed concurrently with this Lease and made a part hereof by this reference):</u>	Landlord's Work Letter	39
		<u>Addendum A:</u> Base Building Improvements	40
			41
		<u>Addendum B:</u> Tenant Improvements	42
		<u>Addendum C:</u> Form of Budget	43
		<u>Addendum D:</u> Costs of Tenant Improvements	44
			45
			46

1.4	<u>Supplemental Lease Documents:</u> (delivered to Landlord and made a part hereof by this reference):	<u>Document I:</u> Subordination, Non- disturbance and Attornment Agreement	1 2
		<u>Document II:</u> Tenant Estoppel Certificate	3
		<u>Document III:</u> Community Business Enterprises Form	4 5
		<u>Document IV:</u> Memorandum of Lease	6
		<u>Document V:</u> Request for Notice	7
			8
1.5	<u>Additional Transaction Documents:</u>	(a) Ground Lease Agreement, dated December 20, 2010 , by and between the Judicial Council of California, Administrative Office of the Courts ("AOC"), as ground lessor, and Landlord, as ground lessee, in the form attached hereto as <u>Exhibit H</u> , as it may be from time to time amended, extended or otherwise modified or supplemented, subject to Section 34 below (the "Ground Lease").	9 10 11 12 13 14 15 16 17 18 19 20
		(b) Project Agreement, dated December 20, 2010, by and between AOC and Landlord (the "Project Agreement).	21 22 23 24
		(c) Agreement for the Compensation of Equity Interest, dated February 6, 2008, by and between AOC and Tenant.	25 26 27 28
		(d) Transfer Agreement, dated June 19, 2007, by and between AOC and Tenant.	29 30 31

2. PREMISES.

(a) Lease and Sublease of Premises. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1 and Exhibit A attached hereto. The parties acknowledge that for the sake of convenience only, the sublease transaction evidenced by this Lease shall be referred to as a lease (the "Lease").

(b) Intentionally Omitted.

(c) Tenant's Right to Early Termination. Provided that there shall not then exist an event of Default by Tenant or any other occurrence which, with the giving of notice or the passage of time, or both, would constitute an event of Default by Tenant, beginning at any time after the tenth (10th) lease year and continuing thereafter, Tenant shall have the right to terminate this Lease, upon (i) not less than fifteen (15) months' prior written notice to Landlord,

and (ii) payment to Landlord in good funds an amount equal to the annual Basic Rent otherwise payable for the remainder of the Lease Term.

(d) Landlord's Rights to Partial Terminate and Relocate Tenant. Tenant and Landlord acknowledge that (i) Section 19.3(b) of the Ground Lease provides that AOC shall have the option to expand the AOC Space (as defined therein), pursuant to the terms of Appendix C attached to the Ground Lease, and (ii) Tenant's rights with respect to those portions of the Premises described at Exhibits A-1, A-2 and A-3 (collectively, the "AOC Expansion Space") are expressly subject and subordinate to the terms of said Section 19.3(b) of the Ground Lease and Appendix C attached thereto. (A copy of the Ground Lease is attached hereto as Exhibit H.) Beginning after the fifteenth (15th) lease year and provided that the AOC shall have properly exercised its rights to expand its premises under said Section 19.3(b) of the Ground Lease:

(A) Landlord shall have the continuing right to terminate this Lease only as to those portions of the Premises located in the west wing of the Building and more particularly described at Exhibit A-2 attached hereto (the "Early Termination Premises"), upon not less than fifteen (15) months' prior written notice to Tenant;

(B) Landlord shall have the continuing right to relocate Tenant from those portions of the Premises located on the second floor of the Building and more particularly described at Exhibit A-3 attached hereto (the "Relocatable Premises") into new premises located on the west wing of the first floor of the Building and more particularly described at Exhibit A-4 attached hereto (the "Relocation Premises"), upon not less than fifteen (15) months' prior written notice to Tenant. Landlord shall provide tenant improvements (including without limitation the relocation of Tenant's existing furnishings, fixtures, equipment and all telecommunications from the Relocatable Premises as may be practicable, feasible and reusable in accordance with all applicable laws, codes, rules and regulations, and otherwise the replacement of the same that may not be relocated) to the Relocation Premises that are comparable to those existing in the Relocatable Premises as of the time of relocation, according to a mutually agreeable time schedule. If no comparable furnishings, fixtures, equipment and/or telecommunications exist as of the time of relocation, Landlord shall provide Tenant with new furnishings, fixtures, equipment and/or telecommunications, as the case may be.

(C) In the event that Landlord exercises its rights with respect to the Early Termination Premises or the Relocatable Premises, then no later than thirty (30) days prior to the early termination date with respect to the Early Termination Premises or the date of Landlord's delivery to Tenant of the Relocation Premises, as the case may be, the parties shall execute and deliver one or more amendments to this Lease, in form reasonably required by Landlord and Landlord's lender(s), (1) deleting from the Premises the Early Termination Premises, (2) substituting the Relocation Premises for the Relocatable Premises, and (3) adjusting total rentable and usable square footages of the revised Premises, Basic Rent and Tenant's Share of Real Property Taxes, if any, as necessary.

3. COMMON AREAS. Tenant may use the following areas (“Common Areas”) in common with Landlord and other tenants of the Building: the entrances, lobbies and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Building, the Common Areas and the Premises established by Landlord as more particularly described at Exhibit D attached hereto; provided, however, that Landlord shall have the right to rescind, amend or otherwise change any of said rules and regulations, provided such changes do not adversely affect Tenant’s permitted use of the Premises, upon not less than thirty (30) days prior written notice to Tenant. Landlord specifically reserves the right to change the size, configuration, design, layout, location and all other aspects of the Common Areas, without incurring any liability to Tenant and without any abatement of Rent under this Lease, provided that Landlord shall provide Tenant with not less than thirty (30) days prior written notice and shall not unreasonably interfere with Tenant’s permitted use of the Premises or the Building or to impede access to the Premises or the Building due to the foregoing.

4. COMMENCEMENT AND EXPIRATION DATES.

(a) Term. The term of this Lease (the “Term”) shall commence upon the Commencement Date and terminate on the Termination Date, unless earlier terminated pursuant to the terms of the Lease. Within thirty (30) days of determining the Lease Commencement Date, Landlord and Tenant shall acknowledge in writing the Lease Commencement Date by executing the Commencement Date Memorandum and Confirmation of Lease terms attached as Exhibit C to the Lease. For purposes of this Lease, the term Commencement Date shall mean the date of Tenant’s Acceptance of the Premises, and the term “Tenant’s Acceptance of the Premises” shall mean the date upon which Tenant has inspected the Premises and has found them to be Substantially Complete pursuant to the definition set forth below.

The term “Substantially Complete” or “Substantial Completion” shall mean the date on which all of the following conditions have been satisfied: (i) the construction of the Base Improvements are complete and in compliance with all applicable laws and codes, and all of the Building systems are operational to the extent necessary to service the Premises; (ii) the Tenant Improvements and the installation of the Furniture, Fixtures and Equipment in the that Premises are substantially complete in accordance with the final construction and furniture documents approved by Tenant (with the exception of minor punch list items which do not materially impact Tenant’s use of the Premises and which will be promptly completed), and in compliance with all applicable laws and codes, and operational such that Tenant can conduct normal business operations from the Premises; (iii) all utilities necessary and appropriate for Tenant’s use and operation of the Premise are fully connected and functional; (iv) Landlord has obtained all necessary occupancy permits and approvals, including without limitation a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, as issued by the California State Fire Marshall, and an Occupancy Readiness Certificate as issued by the Independent Building Expert (as those term are defined in and pursuant to the terms of the Project Agreement) (v) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under the Lease; and (vi)

if Landlord is responsible for the installation of telecommunications systems, then such systems shall be completely operational.

(b) Tenant's Termination Right for Failure to Deliver Premises. If the Commencement Date has not occurred by the Longstop Date (as defined in Section 8.7 of the Project Agreement, which definition is incorporated herein by this reference), then subject to extension of the Longstop Date pursuant to the terms of the Project Agreement and further subject to Tenant Delays or Force Majeure Delays as provided in the Work Letter, which has been executed concurrently herewith, Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of not less than thirty (30) days' prior written notice to Landlord and the parties shall have no further obligations to one another hereunder; provided, however, that if Landlord Substantially Completes the Premises prior to the expiration of said thirty-day period, then Tenant's termination of this Lease shall be of no force or effect and the Commencement Date shall be deemed to have occurred on the date of Substantial Completion and all of the other terms and conditions of this Lease shall remain in full force and effect.

(c) Early Possession. Tenant shall be entitled to possession of the Premises not less than thirty (30) days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures and equipment in the Premises. Landlord shall ensure that its contractors, if still on-site, do not interfere with Tenant's early occupancy and Tenant's Internal Services Department or cause any material delay in the installation of Tenant's furniture, fixtures, equipment and telecommunications, provided that such early occupancy shall not unreasonably interfere with any activities of the AOC or Landlord, including without limitation construction or the installation of furnishings, fixtures, equipment and telecommunications, and does not materially violate any rules or regulations governing the Building. Such early occupancy shall be subject to all provisions hereof but shall not advance the Termination Date, and Tenant shall not pay Basic Rent for such early occupancy period.

5. RENT.

(a) Basic Rent. Tenant shall pay Landlord the Basic Rent stated in Section 1 during the Term hereof within fifteen (15) days following the first (1st) day of each month during the Term. Basic Rent for any partial month shall be prorated in proportion to the number of days in such month.

(i) Increases in Basic Rent. Beginning on the first (1st) anniversary of the Commencement Date and continuing every year thereafter during the Term of this Lease (each, a "CPI Adjustment Date"), then-Basic Rent shall be increased (but not decreased) by the amount of increase in the CPI (as defined below), but in no event shall any increase exceed an annual increase of four percent (4%) per year over the then-Basic Rent amount. The rental adjustment for monthly Basic Rent shall be calculated by multiplying the then-current monthly Basic Rent by a fraction, the numerator being the New Index and the denominator being the Base Index (as those terms are defined below). For the purposes of this Lease, the term "New Index" shall mean the Index published for the calendar month immediately preceding the Index Adjustment Date, and the term "Base Index" shall mean the Index published for the immediately-previous Index

Adjustment Date. In no event shall the Basic Rent on any Index Adjustment Date be less than the Basic Rent for the month immediately preceding the Index Adjustment Date, and further provided that if there is no increase in CPI, or if there is a decrease in CPI, the Basic Rent shall remain unchanged.

(ii) Definition of Index. For the purposes of this Lease, "Index" shall mean the Consumer Price Index for All Urban Consumers for the Los Angeles-Riverside-Orange County Consolidated Metropolitan Statistical Area published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Index is changed so that the base year of the index differs from that used as of the Commencement Date of this Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term of this Lease, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained of the Index had not been discontinued or revised. In the event the parties are unable to agree upon a substitute index (if the original Index is discontinued without a replacement) then upon demand by either party, the matter shall be submitted to arbitration for the purpose of determining an alternate method of computing the rent adjustment based upon the increase in the cost of living.

(b) Calculation of Basic Rent. Landlord and Tenant acknowledge that due to the previous circumstances of previous lease(s) of office space by Tenant and pursuant to that certain letter agreement dated April 7, 2009, by and between Tenant and the AOC, the initial Basic Rent has been calculated according to the following, and agree that any change to Basic Rent (e.g., due to termination of the Lease as to any portion of the Premises and/or the leasing of substitute or additional Premises pursuant to Landlord's and Tenant's respective rights hereunder, including without limitation with respect to the Early Termination Premises, the Relocation Premises and the Relocatable Premises) will be calculated as follows:

(i) With respect to the first 48,154 rentable square feet ("RSF") of the Premises, comprised of 39,403 useable square feet ("USF"), annual Basic Rent (as the same may be adjusted) shall be calculated only on said 39,403 USF.

(ii) With respect to the remainder of the Premises, annual Basic Rent (as the same may be adjusted) shall be calculated on the rentable square feet without regard to the useable square feet thereof.

(iii) By way of example only, the initial aggregate annual Basic Rent has been calculated as follows:

39,403 USF multiplied by \$31.00 per square foot =	\$1,221,493.00
(96,598 total RSF minus 48,154 RSF [i.e., 48,154 RSF, of which 39,403 USF is a part] multiplied by \$31.00 per square foot =	

\$1,501,764.00

TOTAL ANNUAL BASIC RENT:	<u>\$2,723,257.00</u>
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(c) Rent. All monetary obligations of Tenant to Landlord under the terms of this Lease, whether denominated as monthly Basic Rent, Real Property Taxes, or otherwise, are deemed to be and defined collectively as "Rent."

6. USES. Subject to the terms and conditions of the Project Agreement and the Ground Lease, the Premises are to be used only for the uses set forth in Section 1. and any other lawful use approved by Landlord, and for no other business or purpose.

7. HOLDOVER. If Tenant does not surrender the Premises or any portion thereof upon the expiration or earlier termination of the Lease Term, then the rent payable by Tenant hereunder shall be increased to equal 125% of the Basic Rent, additional rent and other sums that would have been payable pursuant to the provisions of this Lease if the Lease Term had continued during such holdover period. Such rent shall be computed by Landlord and paid by Tenant on a monthly basis and shall be payable on the first day of such holdover period and the first day of each calendar month thereafter during such holdover period until the Premises have been vacated. Notwithstanding the foregoing, if Tenant remains in possession of the Expansion Space, then in addition to the foregoing Tenant shall be liable for all costs and expenses incurred by Landlord in connection with Landlord's failure to deliver the Expansion Space as and when required by the terms of the Ground Lease, unless such failure is caused by Landlord's, or Landlord's agents', employees' or contractors', failure to timely deliver to Tenant the Relocation Premises as required by the terms of this Lease.

8. COMPLIANCE WITH LAW. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof, regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Building and the Common Areas to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including without limitation, the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

9. DAMAGE OR DESTRUCTION. Notwithstanding anything to the contrary contained herein, the following provisions of this Section 9 are expressly subject to the terms and conditions of the Project Agreement and the Ground Lease.

(a) Damage. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made untenantable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within thirty (30) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises tenantable again using standard working methods. The failure to do so shall be a material Default hereunder. Basic Rent shall abate to the extent that the Premises are unusable by Tenant.

Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

(b) Tenant's Termination Right. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving written notice within thirty (30) days after notice from Landlord specifying such time period of repair; and this Lease shall terminate and the Basic Rent shall be abated from the date the Premises became untenantable. In the event that Tenant does not elect to terminate this Lease, Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided insurance proceeds are available to repair the damages.

(c) Damage in Last Year of Lease Term. Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, either Landlord or Tenant may terminate this Lease by giving notice to the other not more than thirty (30) days after such destruction, in which case (a) Landlord shall have no obligation to restore the Premises, (b) Landlord may retain all insurance proceeds relating to such destruction, and (c) this Lease shall terminate as of the date which is thirty (30) days after such written notice of termination.

(d) Application of Insurance Proceeds. All insurance proceeds available for the repair, replacement or restoration of the Premises shall be applied as required by the terms of Article 16 of the Ground Lease and Section 16.1(D) of the Project Agreement, which terms are incorporated herein by this reference.

(e) Default by Landlord. If Landlord is required to repair and restore the Premises as provided for in this Section and Landlord should fail to thereafter pursue said repair and restoration work with reasonable diligence to completion, then upon not less than thirty (30) days' prior written notice to Landlord, Tenant may (i) declare a default hereunder or (ii) perform or cause to be performed the restoration work and deduct the cost thereof plus interest thereon at ten percent (10%) per annum, from the Basic Rent next due as a charge against the Landlord; provided, however, that if the nature of such repair or restoration is such that more than 30 days is reasonably required for completion of the same, then such 30-day period shall be extended as may be reasonably required provided that Landlord shall have undertaken such repair or restoration within said 30-day period and shall diligently prosecute the same to completion.

10. REPAIRS AND MAINTENANCE.

(a) Landlord Representations upon Substantial Completion. Landlord and Tenant acknowledge that the Building and the Premises shall be constructed following the execution of this Lease pursuant to the terms of this Lease. Landlord represents to Tenant that upon Substantial Completion of the Premises (i) the Premises, the Building and all Common Areas (including electrical, heating, ventilating and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems)

shall comply with all current laws, codes, and ordinances, including use the Americans With Disabilities Act; in effect as of the date of Substantial Completion and shall be in good working order and condition; (ii) the Building and Premises shall comply with all covenants, conditions, restrictions and underwriter's requirements; and (iii) the Premises, Building and Common Areas shall be free of the presence of any Hazardous Materials (as hereinafter defined) and (iv) Landlord shall not have not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.

(b) Landlord's Obligations. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed the following elements, systems and areas in the Building as they relate to the Premises: (i) the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, stairways, concealed electrical systems and telephone intrabuilding network cable; (ii) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building (iii) the Common Areas; (iv) exterior windows of the Building; and (v) elevators serving the Building. Landlord, at its sole cost and expense, shall also perform all maintenance and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to: (1) the floor covering (if such floor covering is carpeting it shall be replaced as needed on an ongoing basis in areas deemed out of compliance with the AOC requirements indicated in Section 2.4.1 of Appendix of the Project Agreement); (2) interior partitions; (3) doors; (4) the interior side of demising walls (which shall be repainted as needed on an ongoing basis based on Landlord and Tenant inspections and service calls and be maintained in compliance with the AOC requirements indicated in Sections 2.4.20 and 2.4.26 in Appendix 6 of the Project Agreement); and (5) Building signage. Landlord shall maintain, repair and replace, at Landlord's cost, the separate environmental air handling units that Tenant will require in the telecommunication rooms in the Premises (the "Air Handling Units"); provided, however, that Landlord may at its cost contract with a third-party contractor to maintain the Air Handling Units. Landlord further agrees to maintain property insurance and/or applicable warranties on the Air Handling Units. Landlord shall repaint the walls of the Premises and replace carpet in the Premises pursuant to the terms of Exhibit G, Cleaning and Maintenance Schedule attached hereto, which shall be in accordance with the schedule agreed upon by Landlord and the AOC for the Court Space (as defined in the Project Agreement) within the Building.

(c) Tenant's Obligations. Without limiting Landlord's Obligations, Tenant shall, at Tenant's sole expense, be responsible for the cost of repairing any area damaged by Tenant or Tenant's agents, employees, invitees and visitors and the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by Tenant and Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; (b) be comparable in quality, and utility to the original work or installation; and (c) be in accordance with all laws.

(d) Tenant's Right to Repair. (i) If Tenant provides written notice (or oral notice in the event of an emergency such as damage or destruction to the Premises or of any portion of the Building structure and/or the Building systems and/or anything that could cause

material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and Landlord fails to provide such action within a reasonable period of time, given the circumstances, after the giving of an additional ten (10) business days notice (or one (1) business day notice in the event of an emergency) (the "Repair Notice Period"), then Tenant may make the necessary repairs or perform the necessary maintenance (unless Landlord shall commence to perform such repairs within the applicable notice period), and if such work or repairs were required under Section 10(b), then Tenant may proceed to take the required action. Notwithstanding the foregoing, Tenant shall not undertake any repair, maintenance or other action affecting the structural elements of the Building, the Building mechanical, electrical, plumbing, HVAC or other systems, or any of the Common Areas without Landlord's first obtaining the prior written consent of the AOC (each, an "AOC Approval Repair"). If the required action is an AOC Approval Repair, Tenant shall notify Landlord of the same in writing in its original notice above (or oral notice in the event of an emergency). If Landlord fails to respond in writing within ten (10) business days following the Repair Notice Period, or if Landlord responds in writing that the AOC has disapproved Tenant's performing the AOC Approval Repair and neither Landlord or the AOC has undertaken the AOC Approval Repair within two (2) business days following the expiration of the Repair Notice Period, then Tenant's sole remedy shall be to abate Basic Rent in an amount equal to 125% of the then-Basic Rent for the portion of the Premises rendered unusable for the permitted use set forth in Section 1(1) above pro rata on a per diem basis; provided, however, that if neither Landlord nor the AOC has undertaken the AOC Approval Repair within fifteen (15) business days following the expiration of the Repair Notice Period, then Tenant's sole remedy shall be to abate Basic Rent in an amount equal to 150% of the then-Basic Rent for the portion of the Premises rendered unusable for the permitted use set forth in Section 1(1) above.

(ii) Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action, plus interest thereon at ten percent (10%) per annum, upon presentation of invoices and other reasonable documentation for all such costs and expenses. If Landlord does not deliver a written objection to Tenant within thirty (30) days after its receipt of an invoice from Tenant setting forth a particularized breakdown of the out-of-pocket costs incurred by Tenant in performing any work or repairs permitted under this Section 10(d) to be performed by Tenant and that Tenant claims should have been performed by Landlord, then, if not reimbursed by Landlord within ten (10) days, Tenant shall be entitled to deduct from Basic Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. If the parties cannot come to an agreement as to the repair charges within thirty (30) days, they agree the dispute shall be resolved by arbitration under the auspices of the American Arbitration Association as set forth in clause (iii) below. Notwithstanding anything to the contrary set forth in this Section 10, the remedies provided in this Section 10 are in addition to and are not intended in any way to limit or restrict the remedies provided in Section 14 hereof.

(iii) Notwithstanding anything to the contrary contained herein, if the total Tenant's Repair Costs are greater than Ten Thousand and 00/100 Dollars (\$10,000) and Landlord delivers a written objection pursuant to the foregoing, then the matter shall be submitted to a neutral arbitrator, who is independent and impartial, for decided by neutral binding arbitration in accordance with the Commercial Arbitration of the American Arbitration Association (the "AAA") and not by court action, except as provided by California law for judicial review of arbitration proceedings. The neutral arbitrator shall apply California substantive law and the California Evidence Code to the proceeding and shall have the power to grant all legal and equitable remedies. In order to expedite the arbitration, the parties waive the right of discovery. The decision of the neutral arbitrator shall be final and unreviewable for error of law or reasoning of any kind. The fees and expenses of the arbitration, including the fees of the neutral arbitrator, shall be shared equally by the parties. Each party shall bear its own counsel fees and its own arbitrator fees. Within three (3) business days after either party gives notice of its demand for arbitration, each party shall select an arbitrator from lists prepared by the AAA and notify the other party of its selection. The two arbitrators so appointed shall, within three (3) business days of their appointment, select the neutral arbitrator from lists prepared by the AAA. If the parties' arbitrators are unable to agree upon a neutral arbitrator, then one of the parties shall notify the AAA in writing, and the neutral arbitrator shall be selected by the AAA. Within ten (10) calendar days following the selection of the neutral arbitrator, the parties and their counsel shall appear before the neutral arbitrator at a place and time designated by the neutral arbitrator for the purpose of each party making a one-hour or less presentation and summary of its case regarding the Tenant's Repair Cost. The desire and goal of the parties is, and the neutral arbitrator will be advised that his/her goal must be, to conduct and conclude the subject arbitration as expeditiously as possible. If either party or their counsel fails to appear at any hearing, the neutral arbitrator shall be entitled to reach a binding decision based on the evidence that has been presented to him/her by the party that did appear.

11. SERVICES AND UTILITIES; REAL PROPERTY TAXES.

(a) Landlord shall furnish the following services and utilities to the Premises which utilities will be separately metered by the Landlord. Tenant shall be solely liable for payment for all utilities specifically set forth in (ii) and (iv) below, and Landlord shall be liable for payment of the remainder of the services and utilities set forth in this Section 11:

(i) HVAC. Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings.

(ii) Electricity. Landlord shall furnish to the Premises, at Tenant's sole cost and expense, the amount of electric current provided for in the Working Drawings but in any event not less than seven (7) watts of electric current (connected load) per square foot in the Premises, for power and lighting and electric current for HVAC. Landlord shall provide, as part of the base Building shell work, electric service risers (providing not more than eight [8] watts per square foot of electric current) from the main switchgear connecting to new transformer(s) and/or two (2) electric panels in an electric

closet on each floor of the Premises for Tenant to utilize such capacity in the Premises (with one [1] panel for power and one [1] panel for lighting, and each of 200 amps with capacity for forty [40] circuit breakers). Additional transformers and electric panels, as required by Tenant's Working Drawings, shall be provided as part of the Tenant Improvements (as defined below) at Tenant's sole cost and expense. Electric service for the Premises shall be separately metered.

(iii) Elevators. Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(iv) Water. Landlord shall make available, at Tenant's sole cost and expense, water for normal lavatory and potable water for drinking purposes in the Premises.

(v) Janitorial. Landlord shall provide janitorial service on five (5) nights per week generally consistent with that furnished in comparable buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit F attached hereto.

(b) Access. Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven (7) day per week, twenty-four (24) hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building.

(c) Real Property Taxes. While Landlord and Tenant assume that Real Property Taxes (as defined below) will not be assessed on the Premises, if Real Property Taxes are so assessed, then Landlord shall pay all Real Property Taxes including reasonable costs for attorneys or tax experts secured by Landlord in seeking reduction of the taxes assessed on the Premises and the Building. The amount of Real Property Taxes which may be levied or assessed against the Premises and the Property attributable to any tax year during the Term shall be in addition to the monthly Basic Rent and in addition to all other sums payable under this Lease. Should the Term commence or expire at any time other than the beginning or end of a tax year, the amount of any Real Property Taxes shall be Tenant's proportionate share and shall be prorated so as to include only that portion of the taxable year which is a part of the Term. As used herein, the term "Real Property Taxes" shall include any form of real estate tax (other than inheritance, personal income or estate taxes) imposed upon the Premises and the Building, including without limitation any possessory interest tax, by any authority having the direct or indirect power to tax, including without limitation any city, county, state or federal government. Notwithstanding anything to the contrary in the Ground lease, for purposes of this Lease, "Real Property Taxes" do not mean assessments (other than a real property tax assessment), water and sewer rents and charges, governmental or public utility company charges of any kind or nature, or interest and penalties thereon, which are assessed, levied, confirmed, imposed upon or against (i) the Premises or the Building or the value of the Premises or the Building improvements thereto or fixtures therein, or rent received or payable hereunder, or (ii) the gross receipts from the Building; or (iii) any transfer, recording possessory, documentary, or gift stamp of taxes incurred by Landlord or the AOC. In the event of any conflict between the definition of "Real

Property Taxes” contained in the Ground Lease or this Lease, the definition contained in this Lease shall prevail and control.

12. LANDLORD ACCESS. Tenant shall permit Landlord and its agents to enter the Premises upon prior written notice for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or Premises and if and only if such temporary closure materially and adversely affects Tenant’s quiet enjoyment or permitted use of the Premises, then Basic Rent shall be prorated based upon the percentage of the Premises or Building rendered untenable and not used by Tenant due to such temporary closure. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency upon such prior notice as may be practicable under the circumstances.

13. TENANT DEFAULT.

(a) Default. The occurrence of any one or more of the following events (a “Default”) shall constitute a material default and breach of this Lease by Tenant:

(i) the failure by Tenant to make any payment of Basic Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder), as and when due and if the failure continues for a continuous period of ten (10) days after written notice to Tenant;

(ii) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a continuous period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion; or

(iii) the making by Tenant of any assignment for the benefit of creditors; or the filing of a petition by or against Tenant to have Tenant adjudged a bankrupt (unless in the case of a petition filed against Tenant, the same is dismissed within thirty [30] days); or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy; or the appointment of a trustee or receiver to take possession of substantially all of Tenant’s assets or of Tenant’s interest in this Lease where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant’s assets or Tenant’s interest in this Lease, where such seizure is not discharged within thirty (30) days.

(b) Remedies upon Default. In the event of Default by Tenant, Landlord without further notice to Tenant, shall have all rights and remedies available to it at law or in equity, all at Landlord’s election:

(i) Landlord shall have the right to terminate Tenant’s right to possession of the Premises upon written notice to Tenant and if Landlord by written notice declares this Lease to be terminated because of a breach of this Lease, Landlord may eject all parties in possession and repossess the Premises, together with all additions, alterations and improvements thereto, and Tenant’s fixtures and improvements thereon,

and Landlord shall be entitled to recover in one or more awards of judgment from Tenant:

(A) The worth at the time of award of the unpaid rent which had been earned at the time of termination; and

(B) The worth at the time of award by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; and

(C) The worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and

(D) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom. Such other amounts shall include but not be limited to such expense (including attorney's fees) as Landlord may have paid, assumed or incurred in recovering possession of the Premises and placing the same in good order and condition; in preparing or altering the same for reletting; and such additional expenses (including rental commissions, concessions and advertising) in connection with reletting the Premises and, in the event Tenant fails to take possession of the Premises, the amount paid, assumed or incurred by Landlord in preparing the Premises for Tenant.

(ii) The phrase "the worth at the time of award" as referred to in subparagraphs (i)(A) and (i)(B) above is to be computed by allowing interest at the rate of ten percent (10%) per annum. The phrase "the worth at the time of award" as referred to in subparagraph (i)(C) and subparagraph (i)(D) above shall be computed by discounting such award at the discount rate of the Federal Reserve Board nearest to the Property at the time of the award plus one percent (1%).

(iii) Landlord shall not be deemed to have terminated this Lease unless Landlord shall have so declared in writing to Tenant, nor shall Landlord be deemed to have accepted or consented to an abandonment by Tenant by performing acts intended to maintain or preserve the Premises, making efforts to relet the Premises or appointing a receiver to protect Landlord's interest under the Lease.

(iv) In addition to the foregoing, Lessor has the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations).

(v) The remedies of Landlord as hereinabove provided are cumulative and in addition to and not exclusive of any other remedy of Landlord herein given or which may be permitted by law. Any lawful re-entry as provided for herein shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages or guilty of trespass because of any such lawful re-entry.

(vi) Landlord may at any time after Tenant commits an act of Default, upon thirty (30) days prior written notice, or such shorter period if additional damage may result by the running of such thirty (30)-day period, cure the act of default for the account of and at the expense of Tenant. If Landlord at any time by reason of an act of default is compelled to pay, or elects to pay, any sum of money or to do any act that will incur the payment of any sum of money, or is compelled to incur any expense, then such sum or sums paid by Landlord, together with interest at the rate of ten percent (10%) per annum shall be deemed to be additional rental under this Lease and shall be due from Tenant to Landlord on the first day of the month following the incurring of such expenses.

(c) No Effect on Indemnity. Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

14. LANDLORD DEFAULT.

(a) Remedies. In addition to the provisions for Landlord's default provided by Sections 9(d), 10(c) 19 and 20(b), Landlord shall be in default "Landlord Default" in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within thirty (30) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10[c]); provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30)-day period, there shall not be a Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (i) to remedy such default or breach, in which event Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action, upon presentation of invoices and other reasonable documentation for all such costs and expenses; provided that if Tenant is not reimbursed by Landlord within thirty (30) days following delivery of such invoices, Tenant shall be entitled to deduct from Basic Rent the amount set forth in such invoices for such work, plus interest at the rate of (10%) per annum from the installments of Basic Rent next falling due; (ii) to pursue the remedy of specific performance; (iii) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Basic Rent next coming due; (iv) to terminate this Lease; and/or (v) exercise any other rights and remedies available to Tenant at law or in equity upon not less than thirty (30) days' prior written notice to Landlord, subject to Landlord's cure rights above.

(b) Waiver. Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected

services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

(c) Emergency. Notwithstanding the foregoing cure period, Tenant may cure any default upon such notice as may be practicable under the circumstances where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition or materially and adversely affect the operation of Tenant's business in the Premises.

15. ASSIGNMENT AND SUBLETTING. Subject to the terms of Articles 18 and 19 of the Ground Lease, Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises upon Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed; provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease. The parties agree that it shall be reasonable for Landlord to withhold its consent to any assignment, transfer, sublease or other occupancy or use of the Premises if the AOC has failed to consent to the same pursuant to the terms of Section 19.1 of the Ground Lease or if Landlord determines, in its sole reasonable discretion, that the proposed assignment, transfer, sublease, occupancy or use would (a) conflict with governmental purposes of the Building, (b) be for a use proscribed or prohibited under the terms of the Ground Lease, or (c) conflict with the use or occupancy of the Building by the Los Angeles Superior Court pursuant to the terms of that certain Sublease Agreement, dated as of December 20, 2010, by and between Landlord, as sublessor, and the AOC, as sublessee.

16. ALTERATIONS AND ADDITIONS. Subject to Article 14 of the Ground Lease and Section 10.1 of the Project Agreement:

(a) Landlord Consent. Tenant shall not make any alterations, improvements, additions, in or about the Premises which may directly or indirectly impact the structural, mechanical, electrical, plumbing, HVAC or other systems serving the Premises or the Building (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant agrees that if Landlord must obtain the consent of the AOC to the same, then Landlord's consent shall be deemed reasonably withheld if the AOC fails to consent to the same. Tenant shall deliver said written request for consent to Alterations no later than thirty (30) days prior to the anticipated commencement of construction of the Alterations so that Landlord may file all necessary notices, and along with such request for consent Tenant shall provide to Landlord complete, legible and reasonably detailed copies of all necessary permits and approvals (including building permits) for the construction and installation of the Alterations, insurance certificates from all contractors and subcontractors evidencing such insurance coverages and amounts as Landlord may reasonably require, and complete plans, specifications and drawings for any such requested Alterations, along with any other documentation as Landlord shall reasonably require. In connection with any such Alteration, Tenant shall use contractors, subcontractors and suppliers approved by Landlord, whose approval shall not be unreasonably withheld. If Landlord and the AOC fail to respond in writing within thirty (30) days of delivery such request, Tenant shall renew its written request for consent of Landlord and the AOC, with the renewed request clearly marked "Second Request for Consent to Alterations." If Landlord

and the AOC fail to respond in writing to such renewed request within ten (10) business days following delivery of said renewed request, Landlord and the AOC shall be deemed to approve the Alterations. No later than thirty (30) calendar days following completion of the Alterations, Tenant shall deliver to Landlord original executed unconditional waivers and releases of mechanics' liens from all suppliers of labor and materials in the construction and installation of the Alterations.

(b) End of Term. Subject to the terms of Section 26 below, Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

17. CONDEMNATION. Subject to Article 13 of the Ground Lease:

(a) Controlling Terms. If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor, either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

(b) Total Taking. If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

(c) Partial Taking. If any portion, but not all, of the Premises is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered materially unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than forty-five (45) days nor later than one hundred fifty (150) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the date of termination as designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated in proportion to the rentable square footage of the Premises taken.

(d) Restoration. Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord at its cost will add to the remaining Premises so that the area of the Premises and the space available for

parking, will be substantially the same after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within two hundred ten (210) days after Landlord so notifies Tenant, this Lease shall continue in effect. All obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably reduced in proportion to the rentable square footage of the Premises taken during the period from the Date of Taking until the completion of such restoration.

(e) Award. Subject to the respective terms of the Project Agreement, the Ground Lease and the that certain Sublease Agreement, of even date herewith, by and between Landlord, as sublessor, and AOC, as sublessee (the "Sublease"), the Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises.

(f) Waiver of Statute. Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the superior court to terminate this Lease in the event of a partial taking of the Premises.

18. INDEMNIFICATION.

(a) Tenant's Indemnity. Tenant shall indemnify, defend, and hold Landlord free and harmless from and against all loss, damages, penalties, costs and expenses, including without limitation reasonable attorneys' fees and costs and expert witness fees, arising from, incurred in connection or as a result of any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any act, omission or misconduct, of Tenant or Tenant's contractors, agents, employees, or arising from any breach or default under this Lease by Tenant. The foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Landlord, or its, contractors, agents, or employees.

(b) Landlord's Indemnity. Landlord shall indemnify, defend and hold Tenant free and harmless from and against all loss, damages, penalties, costs and expenses, including without limitation reasonable attorneys' fees and costs and expert witness fees, arising from, incurred in connection or as a result of any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any act, omission or misconduct, of Landlord or Landlord's contractors, agents, employees, or arising from any breach or default under this Lease by Landlord. The foregoing provisions shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Tenant, or its contractors, agents, or employees.

19. INSURANCE.

(a) Parties' Insurance. During the Term of this Lease, Landlord and Tenant each shall maintain the following insurance:

(i) Commercial property insurance which shall (A) cover damage to Landlord's and Tenant's respective property, including improvements and betterments, from perils covered by the causes-of-loss special form (ISO form CP 10 30), and include ordinance or law coverage (and coverage against acts of terrorism to the extent such coverage is reasonably available and priced at commercially reasonable rates) and (B) be written for full replacement cost of the property, with a deductible of no greater than 5% of the property value.

(ii) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following: (A) per occurrence and general aggregate amount of \$5,000,000; (B) products/completed operations aggregate of \$2,000,000 and (C) personal and advertising injury of \$1,000,000.

(iii) Failure by Landlord or Tenant to maintain the insurance required by this Section and deliver evidence thereof as required by this Lease shall constitute a material breach of this Lease by the party failing to so maintain insurance or deliver evidence thereof.

(iv) If required by Landlord's lender at any time, Tenant shall, at its expense, obtain and keep in effect (or cause any contractor to procure and keep in effect), Worker's Compensation Insurance (including employer's liability in an amount satisfactory to Landlord and if applicable, insurance covering claims of workers against employers arising under federal law) covering all employees of Tenant and any contractor and, if required under applicable law, any subcontractor engaged in work on, or with respect to, the Premises, in such amount as is reasonably satisfactory to Landlord's lender and in the minimum amount for one (1) person of not less than One Million Dollars (\$1,000,000.00), and in the minimum amount for one (1) accident or occurrence of not less than Five Million Dollars (\$5,000,000.00).

(v) In addition to the foregoing, Tenant and Landlord shall carry such other insurance in such amounts as may be required by any holder of a deed of trust encumbering the Property, including without limitation earthquake and business interruption.

(b) Insurance Requirements. All insurance policies required to be maintained by Landlord under this Lease shall be issued by insurance companies which have a Best's Rating of "AVII" or better and which are qualified to do business in the State of California. All liability and property damage and other casualty policies of Landlord shall be written as primary policies, not contributing with, and not in excess of coverage which the other party may carry. Notwithstanding anything to the contrary contained in the Ground Lease, Project Agreement or Sublease, Tenant may self-insure instead of purchasing insurance from a third party insurance company.

(c) Certificates. Each party shall deliver to the other on the Commencement Date of this Lease and thereafter at least fifteen (15) days prior to expiration of any insurance required to be carried hereunder, certificates of insurance evidencing this coverage with limits not less than those specified above. Certificates must document that each party has named the other as an additional insured (or its equivalent) on its general liability and property insurance policy, and that each party has been named a loss payee on the other party's commercial property insurance policy, as required. Further, all certificates shall expressly provide that no less than

thirty (30) days' prior written notice shall be given to the other party in the event of material change to, expiration or cancellation of the coverages or policies evidenced by the certificates. Notwithstanding anything to the contrary contained in the Ground Lease, Project Agreement or Sublease, at the sole option of Tenant, it may self-insure by self-funding any or all of the insurance obligations required under this Lease. It is understood that if Tenant elects to self-insure as permitted above, Landlord shall have the same benefits and protection as if Tenant carried insurance with a third party insurance company satisfying the requirements of this Lease (including, without limitation, waiver of subrogation provisions).

(d) Waiver of Subrogation. Landlord and Tenant hereby waive their rights of subrogation against one another to the extent it is covered or would be covered by the property insurance policies required to be carried hereunder including any and all deductibles that would apply. Landlord shall cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against Tenant.

20. PARKING.

(a) Tenant's Rights. Tenant shall have the right to the number of parking stalls set forth in Section 1 without charge for the Term of this Lease in the parking facility located at 101 Magnolia Avenue and more specifically described at Exhibit I attached hereto (the "Parking Facility"). No tandem parking shall be allowed with respect to Tenant's parking spaces, except for the shortest duration possible in the event of an emergency and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all other parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. Tenant shall receive 242 staff parking keycards/passes, or higher number if requested by Tenant as set forth below, from the Landlord based on parking spaces listed in Section 1.1(n).

(b) At Tenant's request any time within six (6) months of the Commencement Date, Landlord shall provide Tenant with fifty seven (57) additional parking spaces during the term of this Lease in the Parking Facility, at the initial monthly charge of Eighty One and 00/100 Dollars (\$81.00) per space per month, subject to market-based increases as may be charged by the third-party operator of the Parking Facility, at Tenant's sole cost and expense. If Landlord exercises its termination right as to the portion of the Premises located in the west wing of the Building (the "Early Termination Premises" occupied by the Los Angeles County Probation Department described in Exhibit A-2), either Landlord or Tenant may terminate the agreement for 57 additional parking spaces upon thirty (30) days' prior written notice. Tenant may request additional parking spaces at any time during the Lease term, and Landlord shall provide such spaces, subject to availability, at a reasonable market-based parking rate.

(c) In addition to the foregoing, Landlord shall provide Tenant with eight (8) secure (i.e., keycard access) parking spaces during the term of this Lease in the parking area

located beneath the Building, at the initial monthly charge of Eighty and 00/100 Dollars (\$80.00) per space per month, subject to annual increases of two percent (2%), at Tenant's sole cost and expense.

21. ENVIRONMENTAL MATTERS.

(a) Hazardous Materials. Tenant shall not cause nor permit, nor allow any of Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects.

As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

(b) Landlord Indemnity. Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials (i) that existed prior to the Commencement Date, or (ii) was directly caused by any act or omission of Landlord, except as the same was directly caused by any act or omission of Tenant, or any employee, agent, contractor or invitee of Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations

pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

(c) Tenant Indemnity. Tenant shall indemnify, protect, defend (by counsel acceptable to Landlord) and hold harmless Landlord and the AOC from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials except as the same (i) existed prior to the Commencement Date, or (ii) was directly caused by any act or omission of Landlord or any employee, agent, contractor or invitee of Landlord. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Tenant shall promptly deliver to Landlord a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Tenant's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Tenant under this Section shall constitute a material Default under this Lease.

22. ESTOPPEL CERTIFICATES. Tenant shall, within thirty (30) days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit E attached hereto and incorporated herein (except that if any prospective purchaser of Landlord's interest or holder of any mortgage or deed of trust encumbering Landlord's interest in the Building shall require an estoppel in another commercially reasonable form, Tenant shall execute, acknowledge and deliver such estoppel certificate under the terms of this Section). It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or holder of any mortgage upon Landlord's interest in the Premises.

23. TENANT IMPROVEMENTS. Prior to the Commencement Date, Landlord shall construct the Tenant Improvements in the manner set forth in the Landlord's Work Letter executed by Landlord and Tenant concurrently herewith.

24. LIENS. Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant and hereby indemnifies and holds Landlord harmless from any liability or loss from any such lien. Landlord shall keep its interest in this Lease, the Premises and the Building free from any liens that would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

25. SUBORDINATION AND MORTGAGES.

(a) Subordination and Non-Disturbance. Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is

expressly conditioned upon Tenant receiving a written agreement in substantially the form of Document I of the Supplemental Lease Documents which is incorporated herein between Tenant and the holder of any mortgage or deed of trust encumbering the Building, or in a commercially reasonable form required by any such holder, and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase or right of first offer to purchase the Property which may be included herein.

(b) Existing Deeds of Trust. Landlord shall cause the beneficiary under any existing deed of trust affecting the Building to provide a written agreement to Tenant in substantially the form of Document I in the Supplemental Lease Documents delivered to Landlord concurrently herewith within thirty (30) days after the execution of this Lease.

(c) Request for Notice. Landlord acknowledges that Tenant intends to record a Request for Notice with respect to any mortgages or deeds of trust affecting the Building or Premises in the form of Document V in the Supplemental Lease Documents delivered to Landlord concurrently herewith.

(d) Notice of Default. If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail requesting any such notice with reference to this Section, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee a copy of any notice of Default served upon Landlord hereunder which could permit Tenant to terminate this Lease and an additional ten (10) days within which to cure such Default.

26. SURRENDER OF POSSESSION. Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition, subject to reasonable wear and tear. Tenant shall remove, at its own expense, all Alterations, fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

27. SIGNAGE. Subject to Landlord's express prior written consent, which shall not be unreasonably withheld, conditioned or delayed, Tenant shall be permitted to install at the Premises permanent signs that conform with all applicable laws and ordinances. With respect to signage located or visible outside the Premises, the parties agree that Landlord's consent shall be subject to the Building's standard signage program, for which Tenant's input shall be solicited.

28. QUIET ENJOYMENT. So long as Tenant is not in default hereunder, Tenant shall have the right to the quiet and peaceful enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

29. GENERAL.

(a) Headings. Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(b) Successors and Assigns. All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

(c) Brokers. Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation.

(d) Entire Agreement. This Lease (and the Landlord's Work Letter and Supplemental Lease Documents) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

(e) Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

(f) Notices. All notices and communications to any party hereunder shall be in writing and shall be deemed properly given if delivered personally, sent by registered or certified mail, postage prepaid, or by a recognized overnight commercial messenger providing proof of delivery, facsimile (electronically confirmed) to Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1. Any notice so given shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

(g) Governing Law and Forum. This Lease and the parties' performance hereunder shall be governed by and construed in accordance with the internal laws of the State of California, without respect to conflicts of laws principles. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

(h) Waivers. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

(i) Time of Essence. Time is of the essence for the performance of all of the obligations specified hereunder.

(j) Consent. Unless otherwise specified in this Lease, whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed.

(k) Community Business Enterprises. Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit I attached hereto and incorporated herein.

(l) Memorandum of Lease. If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Document IV in the Supplemental Lease Documents delivered to Landlord concurrently herewith, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30. AUTHORITY. Only the Board of Supervisors has the authority, by formally approving and/or executing this Lease, to bind the County to the terms included herein. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by County. County shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Officer of the County or its delegee (the "Chief Executive Officer") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Basic Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an Early Termination Notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

31. ACKNOWLEDGEMENT BY LANDLORD.

Landlord acknowledges that it is aware of the following provisions:

(a) Consideration of GAIN Program Participants. Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment, openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet

Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

(b) Solicitation of Consideration. It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord with the implication, suggestion or statement that the landlord's provision of the consideration may secure more favorable treatment for the landlord in the award of the Lease or that landlord's failure to provide such consideration may negatively affect the County's consideration of the landlord's offer to lease. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the landlord's submission being eliminated from consideration.

(c) Landlord Assignment.

(i) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Basic Rent directly to an assignee or transferee, but only if the conditions set forth in this Section 31(c) are met.

(ii) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof that is subject to the provisions of California Government Code section 5950, is hereinafter referred to as a "Security Agreement."

(iii) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of the California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the County. Notwithstanding the foregoing, the County hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with collateralized mortgage backed securities ("CMBS") financing or other traditional real estate financing. However, without the prior written consent of County, if and as required by and pursuant to California Government Code 5950, et seq., Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to, certificate of participation financing.

(iv) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the County may impose damages in an amount equal to the greater of (a) \$500,000 or (b) 10% of the aggregate principal portion of all rental payments payable by the County during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further

specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the County may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

(v) Landlord shall give the County notice and a copy of each Security Agreement and any other instrument relating thereto (including, but not limited to, instruments providing for the payment of Basic Rent directly to an assignee or transferee) at least two weeks prior to the effective date thereof.

(vi) Landlord shall not furnish any information concerning County or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the County) to any person or entity, except (A) with County's prior written consent, and (B) to lenders, attorneys, accountants and other parties necessary to any such contemplated transaction, provided that Landlord shall take commercially reasonable steps to inform all such parties of the provisions of this Section 31(c). Landlord shall indemnify, defend and hold County and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the negligence or misconduct of Landlord in connection with the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section.

(vii) The provisions of this Section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns whether so expressed or not.

32. IRREVOCABLE OFFER. In consideration for the time and expense that Tenant will invest, including, but not limited to, preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.

33. GROUND LEASE. Tenant acknowledges that it has reviewed and is familiar with the terms and conditions of the Ground Lease attached hereto as Exhibit H and that this Lease, as a sublease, is and shall be at all times subject and subordinate to the Ground Lease, except with respect to any insurance requirement or provision contained in the Ground Lease, Project Agreement or Sublease (as it may be from time to time amended, extended or otherwise modified or supplemented) and any lease executed in replacement of the Ground Lease (as it may be from time to time amended, extended or otherwise modified or supplemented); provided, however, that Landlord shall provide to Tenant copies of all amendments, extensions, modifications and supplements to the Ground Lease (each, a "Ground Lease Amendment") for Tenant's information upon not less than ten (10) business days' written notice prior to the effective date of any Ground Lease Amendment, and no Ground Lease Amendment shall materially adversely affect Tenant's rights under this Lease without Tenant's prior written

consent, which Tenant shall provide or withhold in writing no later than ten (10) business days following delivery or deemed delivery of the foregoing notice of the Ground Lease Amendment; provided further that Tenant's failure to consent or withhold consent to any Ground Lease Amendment in writing within said ten-business-day period shall be conclusively deemed to constitute Tenant's consent thereto. In the event of any termination of the Ground Lease or any replacement lease, Tenant shall, at the AOC's election, attorn to the AOC. Landlord, as sublessor, agrees to maintain the Ground Lease during the entire Term of this Lease, subject, however, to any earlier termination of the Ground Lease without the fault of Landlord, as ground lessee, to comply with all of Landlord's obligations under the Ground Lease and to provide to Tenant true and correct fully-executed copies of all amendments, extensions, modifications and supplements to the Ground Lease following the execution date of the Ground Lease. Landlord represents to Tenant that the Ground Lease is in full force and effect and that to the best knowledge of Landlord, no material default exists on the part of either party to the Ground Lease.

34. NO DISCRIMINATION.

(a) Tenant herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of section 12955 of the California Government Code, as those bases are defined in sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of section 12955 and section 12955.2 of the California Government Code in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

(b) Notwithstanding paragraph (a) above, with respect to familial status, paragraph (a) above shall not be construed to apply to housing for older persons, as defined in section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (a) above shall be construed to affect sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of section 51 and section 1360 of the California Civil Code and subdivisions (n), (o), and (p) of section 12955 of the California Government Code shall apply to paragraph (a) above.

SIGNATURES APPEAR ON FOLLOWING PAGE.

IN WITNESS WHEREOF this Lease has been executed the day and year first above set forth.

LANDLORD:

LONG BEACH JUDICIAL PARTNERS LLC,
a California limited liability company

By: _____

Name: _____

Its: _____

TENANT:

COUNTY OF LOS ANGELES
a body politic and corporate

By: _____

Michael D. Antonovich
Mayor, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer-Clerk
of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

By: _____
Amy M. Caves
Senior Deputy

[illegible]

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

ALL that certain piece or parcel of land located or situate in the State of California, County of Los Angeles, City of Long Beach and more particularly described as follows:

PARCEL 1: (BLOCK 122) APN 7278-019-912 THRU 919, 935 THRU 938, 903, 920, 922, 923, 928, 930 THRU 932, 940 THRU 945, 933, 934 AND 939

LOTS 1 TO 28 INCLUSIVE, IN BLOCK 122 OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGE 91 ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM A PORTION OF LOTS 1 AND 3 EXCEPT THEREFROM ALL OIL, PETROLEUM, GAS, BREA, ASPHALTUM AND ALL KINDRED SUBSTANCES AND OTHER MINERALS UNDER AND IN SAID LAND BELOW A DEPTH OF 200 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY.

ALSO EXCEPT FROM A PORTION OF LOTS 2, 4 AND 6 EXCEPTING THEREFROM ALL PETROLEUM, OIL, NATURAL GAS AND PRODUCTS DERIVED THEREFROM WITHIN OR UNDERLYING SAID LAND, AS RESERVED BY SOUTHERN PACIFIC COMPANY, A CORPORATION, IN DEED RECORDED NOVEMBER 26, 1946 IN BOOK 24001 PAGE 132, OFFICIAL RECORDS.

ALSO EXCEPT FROM A PORTION OF LOT 6 EXCEPT ALL OIL, GAS, MINERALS, PETROLEUM AND OTHER HYDROCARBON IN AND UNDER SAID LAND AND WITHOUT SURFACE RIGHTS AS RESERVED IN THE DEED TO ROLAND S. FADDEN, RECORDED APRIL 21, 1959 AS INSTRUMENT NO. 1327 IN BOOK D-439 PAGE 779, OFFICIAL RECORDS.

ALSO EXCEPT FROM A PORTION OF LOTS 8, 10 AND 12 EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY AS RESERVED BY FLORENCE B. CARTER, A MARRIED WOMAN, FORMERLY FORENCE B. COOPER, A SINGLE WOMAN IN DEED RECORDED MAY 25, 1965.

ALSO EXCEPT FROM A PORTION OF LOTS 13 AND 15 EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT TO SURFACE ENTRY THEREON, TOGETHER WITH ALL RENTS, ISSUES AND PROFITS THEREFROM, AS RESERVED IN THE DEED RECORDED NOVEMBER 23, 2004 AS INSTRUMENT NO. 04-3039695, OFFICIAL RECORDS.

ALSO EXCEPT FROM LOT 21, ALL MINERAL RIGHTS LYING 200 FEET BELOW THE SURFACE OF SAID LAND WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED BY BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION AS TRUSTEE UNDER THE WILL OF ALMA ROSE DECKER, ALSO KNOWN AS ALMA R. DECKER, ALSO KNOWN AS ALMA DECKER, DECEASED.

ALSO EXCEPT FROM LOT 22 EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID LAND BELOW A DEPTH OF 200 FEET BELOW THE SURFACE THEREOF, BUT WITH NO RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND, OR THE TOP 200 FEET OF THE SUBSURFACE THEREOF, WHICH ARE HEREBY RESERVED BY BERNICE L. AHRENS, A WIDOW, IN DEED RECORDED AUGUST 5, 1975 AS INSTRUMENT NO. 34.

ALSO EXCEPT FROM A PORTION OF LOTS 23 TO 28 EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT TO ENTER UPON ANY PORTION OF THE SURFACE ABOVE A DEPTH OF 500 FEET FOR ANY PURPOSE WHATSOEVER, AS CONTAINED IN THE DEED RECORDED JUNE 14, 1979 AS INSTRUMENT NO. 79-645327, OFFICIAL RECORDS.

ALSO EXCEPT FROM A PORTION OF LOTS 24 TO 28 EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW THE DEPTH OF 500 FEET WITH NO RIGHT OF ENTRY UPON THE SURFACE THEREOF, TOGETHER WITH ALL RENTS, ISSUES AND PROFITS THEREFROM AS RESERVED IN DEED RECORDED FEBRUARY 2, 2006 AS INSTRUMENT NO. 06-251008, OFFICIAL RECORDS.

PARCEL 2: (BLOCK 121)

PARCEL 2A: APN: 7278-019-906

THE WEST 37.5 FEET OF LOTS 1, 3 AND 5 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN, UNDER AND/OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND, BUT WITHOUT ANY USE OF OR RIGHTS IN OR TO ANY PORTION OF THE SURFACE THEREOF, TO A DEPTH OF 500 FEET, AS RESERVED IN DEED RECORDED OCTOBER 20, 1972 AS INSTRUMENT NO. 754 OF OFFICIAL RECORDS.

PARCEL 2B: APN: 7278-019-908

LOT 7 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EASTERLY 100 FEET OF SAID LAND.

PARCEL 2C: APN: 7278-019-907

THE EAST ONE HUNDRED (100) FEET OF LOTS FIVE (5) AND SEVEN (7) IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2D: APN: 7278-019-909, 910 & 911

LOTS 9, 11, 13 AND 15 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM LOTS 11, 13 AND 15 ALL MINERALS, GAS, OILS, PETROLEUM, NAPHTA AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDER SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED BY CARROLL C. AKIN IN DEED RECORDED DECEMBER 6, 1956 IN BOOK 53048 PAGE 142 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING 500 FEET BELOW THE SURFACE OF THE LAND, BUT WITHOUT THE RIGHT TO USE SURFACE OF THE LAND TO REMOVE, DRILL OR PROSPECT FOR SAME, AS RESERVED BY ANDREW G. SIOURIS AND FAITH M. SIOURIS, HIS WIFE, IN DEED RECORDED SEPTEMBER 18, 1981 AS INSTRUMENT NO. 81-929881 OF OFFICIAL RECORDS.

PARCEL 2E: APN: 7278-019-904

THE EAST 100 FEET OF LOTS 1 AND 3 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2F: APN: 7278-019-905

THE EAST 37.5 FEET OF THE WEST 75 FEET OF LOTS 1, 3 AND 5 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2G: APN: 7278-019-926

LOTS 6 AND 8 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2H: APN: 7278-019-900, 901 and 902

LOTS 10, 12, 14 AND 16 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING AND RESERVING ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF ALL OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID LAND OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE FOR ANY PURPOSES WHATSOEVER.

PARCEL 2I: APN: 7278-019-947

LOTS 17 AND 18 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTHERLY 117 FEET OF SAID LOTS.

PARCEL 2J: APN: 7278-019-948

THE NORTHERLY 35 FEET OF THE SOUTHERLY 117 FEET OF LOTS 17 AND 18 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, NAPHTA AND OTHER HYDROCARBON SUBSTANCES LOCATED ON SAID LAND BELOW THE DEPTH OF 100 FEET FROM THE SURFACE THEREOF, BUT WITHOUT THE RIGHT OF ENTRY THERETO AS RESERVED IN THE DEED FROM GLADYS GERTRUDE TAYLOR, WHO ACQUIRED TITLE AS GLADYS G. ROBERTS, RECORDED OCTOBER 3, 1952 AS INSTRUMENT NO. 170 IN BOOK 39991 PAGE 186 OF OFFICIAL RECORDS.

PARCEL 2K: APN: 7278-019-921

THE SOUTHERLY 82 FEET OF LOTS 17 AND 18 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2L: APN: 7278-019-929

LOTS 19 AND 20 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, OR UNDER THAT PORTION OF SAID LAND BELOW A DEPTH OF 200 FEET FROM THE SURFACE THEREOF, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED BY LEO SOOVAJIAN AND VIRGINIA G. SOOVAJIAN, IN DEED RECORDED MARCH 20, 1963 AS INSTRUMENT NO. 1501 OF OFFICIAL RECORDS.

PARCEL 2M: PORTION OF APN: 7278-019-924

THE EAST 18 FEET OF LOTS 2 AND 4 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2N: REMAINDER OF APN: 7278-019-924

THE WEST 39 FEET OF THE EAST 57 FEET OF LOTS 2 AND 4 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2P: APN: 7278-019-927

THE WESTERLY 43 FEET OF THE EASTERLY 100 FEET OF LOTS 2 AND 4 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2Q: APN: 7278-019-925

LOTS 2 AND 4 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE EAST 100 FEET OF SAID LOTS 2 AND 4.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING IN OR UNDER SAID LAND, AS RESERVED BY WILMA JANE ESTABROOK, IN DEED RECORDED FEBRUARY 10, 1949 IN BOOK 29015 PAGE 279 OF OFFICIAL RECORDS, BUT WITHOUT THE RIGHT OF SURFACE ACCESS AT OR ABOVE 200 FEET. THE RIGHT TO SURFACE ACCESS TO A DEPTH OF 200 FEET CONDEMNED BY FINAL ORDER RECORDED JUNE 30, 2010 AS INSTRUMENT NO. 2010-897742 OF OFFICIAL RECORDS.

PARCEL 2R: APN: 7278-019-946

LOTS 21 AND 22 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2S: APN: 7278-019-950

THE NORTH 80 FEET OF LOTS 23 TO 29 INCLUSIVE IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2T: APN: 7278-019-951

THE EAST 15 FEET OF THE SOUTH 70 FEET OF LOT 24 AND THE SOUTH 70 FEET OF LOTS 25, 26, 27, 28 AND 29 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2U: APN: 7278-019-949

THE SOUTH 70 FEET OF LOT 23 AND THE WEST 10 FEET OF THE SOUTH 70 FEET OF LOT 24 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

THAT PORTION OF DAISY AVENUE BORDERED ON THE NORTH BY THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 1 BLOCK 122 TOWNSITE OF LONG BEACH AND ON THE SOUTH BY THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 28 BLOCK 122 TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGE 91 ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNT RECORDER OF SAID COUNTY.

PARCEL 4:

THE ALLEYS WITHIN BLOCK 121 OF TOWN SITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19, PAGES 91 TO 96 INCLUSIVE OF MISCELLANEOUS RECORDS OF SAID COUNTY, BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID BLOCK, ON THE EAST BY THE EAST LINE OF SAID BLOCK, ON THE SOUTH BY THE SOUTH LINE OF SAID BLOCK AND ON THE WEST BY THE WEST LINE OF SAID BLOCK.

PARCEL 5:

THE ALLEYS WITHIN BLOCK 122 OF TOWN SITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19, PAGES 91 TO 96 INCLUSIVE OF MISCELLANEOUS RECORDS OF SAID COUNTY, BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID BLOCK, ON THE EAST BY THE EAST LINE OF SAID BLOCK, ON THE SOUTH BY THE SOUTH LINE OF SAID BLOCK AND ON THE WEST BY THE WEST LINE OF SAID BLOCK.

EXHIBIT C

**COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LEASE TERMS**

Reference is made to that certain lease ("Lease") dated _____, 20____, between County of Los Angeles, a body politic and corporate ("Tenant"), and Long Beach Judicial Partners, LLC, a California limited liability company ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at _____ ("Premises"),

Landlord and Tenant hereby acknowledge as follows:

- (1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");
- (2) Tenant has accepted possession of the Premises and now occupies the same;
- (3) The Lease commenced on _____ ("Commencement Date");
- (4) The Premises contain _____ rentable square feet of space; and
- (5) Basic Rent Per Month is _____.

IN WITNESS WHEREOF, this Memorandum is executed this _____ day of _____, 20____.

"Tenant" _____ "Landlord" _____

COUNTY OF LOS ANGELES,
a body politic and corporate

LONG BEACH JUDICIAL PARTNERS,
LLC, a California limited liability company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT D

COMMON AREA RULES AND REGULATIONS

EXHIBIT E

FORM OF ESTOPPEL CERTIFICATE

EXHIBIT F

HVAC STANDARDS

Landlord shall provide base building shell systems to supply cooling, ventilating and heating with capacity to produce the following results in Tenant's office spaces effective during Normal Working Hours established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 74 (+/- 2) degrees Fahrenheit when the outside air temperature is not more than 88 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 68 (+/- 2) degrees Fahrenheit when the outside air temperature is not lower than 43 degrees Fahrenheit dry bulb and assuming one and one-tenth (1.1) watts per square foot of space for lighting, three (3.0) watts per square foot for small power and receptacles (cooling load basis only) and occupancy of one person per 120 square feet .

Interior space is designated at a rate of one zone for approximately each 1,500 square feet (maximum) and one diffuser for each 200 square feet of usable square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications to these requirements.

EXHIBIT G

CLEANING AND MAINTENANCE SCHEDULE

1. DAILY (Monday through Friday)
 - A. Carpets vacuumed.
 - B. Composition floors dust-mopped.
 - C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
 - D. Waste baskets, other trash receptacles emptied.
 - E. Chairs and waste baskets returned to proper position.
 - F. Fingerprints removed from glass doors and partitions.
 - G. Drinking fountains cleaned, sanitized and polished.
 - H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
 - I. Bulb and tube replacements, as required.
 - J. Graffiti expunged as needed within two (2) working days after notice by Tenant.
 - K. Floors washed as needed,
 - L. Kitchen/Lunchroom supplies replenished including paper supplies and soap.
 - M. Exclusive day porter service during normal working hours.
2. WEEKLY
 - A. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
 - B. Window sills, ledges and wood paneling and molding dusted.
3. MONTHLY
 - A. Floors washed and waxed in uncarpeted office area.
 - B. High-reach areas, door frames and tops of partitions dusted.
 - C. Upholstered furniture vacuumed, plastic and leather furniture wiped.
 - D. Picture moldings and frames dusted.
 - E. Wall vents and ceiling vents vacuumed.
 - F. Carpet professionally spot cleaned as required to remove stains.
 - G. HVAC chiller water checked for bacteria, water conditioned as necessary.
4. QUARTERLY
 - A. Wood furniture polished.
 - B. Draperies or mini-blinds cleaned as required, but not less frequently than Quarterly.
 - C. HVAC units serviced for preventative maintenance purposes, all filters changed.
5. SEMI-ANNUALLY
 - A. Windows washed as required inside and outside but not less frequently than twice annually.

6. AS NEEDED

- A. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
- B. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.
- C. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning: (i) heavy traffic areas as needed with a minimum frequency of bi-monthly [six (6) times per year]; (ii) moderate traffic areas cleaned as needed with a minimum of once every six (6) months [two (2) times per year]; and (iii) clean light traffic areas a minimum of once per year. Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.
- D. All walls repainted and wall coverings replaced throughout the Premises and all carpet replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event will Landlord be required to repaint or replace wall coverings or to replace carpet more than one (1) time in a five (5) year period (the "Occurrence"). The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.
- E. Light fixtures shall be kept free of dust, dirt and cobwebs on an on-going basis.
- F. At Landlord's expense, all painted wall and door surfaces shall remain free from obvious dirt, dust, cobwebs, stains, and obvious signs of water spots, soil substances, dust, smudges and markings, per Section 2.4.20 of Appendix 6 of the Project Agreement.
- G. At Landlord's expense, furniture systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., shall be spot cleaned, or if cleaning in their entirety is determined to be necessary by Tenant, in Tenant's sole discretion, shall be professionally cleaned in their entirety using a water extraction system, at Tenant's expense.
- H. At Landlord's expense, bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process or equivalent method yielding the same or similar result. All grout and porous surfaces resealed with a professional-grade sealant as required, at Landlord's expense.
- I. At Landlord's expense, touch-up paint all interior painted surfaces in a color and finish to match existing painted surfaces, based on Landlord and Tenant inspections and service calls and in compliance with the AOC requirements of Sections 2.4.20 and 2.4.26 of Appendix 6 of the Project Agreement.

7. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

EXHIBIT H
GROUND LEASE

EXHIBIT I

COMMUNITY BUSINESS ENTERPRISE FORM

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**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AGREEMENT**

THIS LEASE AND AGREEMENT, made and entered into in duplicate original as of the _____ day of _____, 2012 by and between LONG BEACH JUDICIAL PARTNERS LLC, a California limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION. The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

(a) Landlord's Address for Notice: Long Beach Judicial Partners, LLC
444 West Ocean Boulevard
Suite 1530
Long Beach, California 90802
Fax Number: (562) 726-1162
Attention: Steve Reinstein, Chief
Executive Officer
E-mail: sreinstein@lb-jp.com

With a copy to:

Long Beach Judicial Partners LLC
c/o Meridiam Infrastructure
605 Third Avenue, 28th Floor
New York, NY 10158
Attention: Scott Derby, North American
Asset Management Director
Fax Number: (212) 798-8690
E-mail: s.derby@meridiam.com

(b) Tenant's Address for Notice: Board of Supervisors
Kenneth Hahn Hall of Administration,
Room 383
500 West Temple Street
Los Angeles, California 90012

With a copy to:

Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate
Fax Number: (213) 217-6397

- (c) Premises: Approximately 96,598 rentable square feet (79,044 useable square feet), located on the first, second, third and fourth floors and the basement of the Building (defined below) as shown on Exhibit A attached hereto.
- (d) Building: A building currently under construction and located northwest of the existing Long Beach Courthouse in the City of Long Beach (the "Building," also defined in the Project Agreement as the "Court Building"), the street address of which is 275 Magnolia Avenue and as described more particularly in Exhibit B attached hereto (the "Property").
- (e) Term: Thirty five (35) years, commencing on the Commencement Date (as that term is defined in Section 4(a) below) and terminating at midnight on the day before the 35th anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Landlord and Tenant as more fully provided hereinafter. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised, if any.
- (f) Projected Commencement Date: September 1, 2013.
- (g) Commencement Date: See Section 4(a).
- (h) Irrevocable Offer Expiration Date: **To be determined**

- (i) Basic Rent: \$2.58 per rentable square foot per month as adjusted by Section 5(b) (based on \$31.00 per rentable square foot per year; see Section 5[b]).
- (j) Early Termination Notice Date: See Section 2.
- (k) Rentable Square Feet in the Premises: 96,598.
- (l) Use: The administration of justice and related purposes in compliance with the terms of the Ground Lease (as defined below) pertaining to permissible uses or any other lawful use approved by Landlord.
- (m) Initial Departmental Uses: Probation Department; Alternate Public Defender; Public Defender; District Attorney; and Sheriffs Civil Management Unit.
- (n) Parking Spaces: 242 (non-exclusive and non-reserved). Tenant may request additional spaces per Section 20 herein.
- (o) Normal Working Hours: 7:00 a.m. to 6:00 p.m., Monday through Friday, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed) and such other holidays as are generally recognized by the County of Los Angeles, California.

1.1 Defined Terms Relating to Landlord's Work Letter

- (a) Base Tenant Improvement Allowance: \$20.00 per rentable square foot
- (b) Additional Tenant Improvement Allowance: Not applicable.
- (c) Maximum Change Order Allowance: \$_____.00

- | | | |
|-----|--|--|
| (d) | <u>Additional Tenant Improvement and Change Order Amortization Rate:</u> | Not applicable. |
| (e) | <u>Basic Rent Reduction:</u> | See Section 2 and as otherwise provided herein. |
| (f) | <u>Tenant's Work Letter Representative:</u> | Jan Takata/Kevin Webb and/or an assigned staff person of the Chief Executive Office-Real Estate Division, designated in writing to Landlord to act on behalf of Tenant. |
| (g) | <u>Landlord's Work Letter Representative:</u> | Steve Reinstein and/or assigned staff person of Landlord, designated in writing to Tenant to act on behalf of Landlord. |
| (h) | <u>Landlord's Address for Work Letter Notice:</u> | Long Beach Judicial Partners, LLC
444 West Ocean Boulevard
Suite 1530
Long Beach, California 90802
Fax Number: (562) 726-1162
Attention: Steve Reinstein, Chief Executive Officer
E-mail: sreinstein@lb-jp.com |

With a copy to:

Long Beach Judicial Partners LLC
c/o Meridiam Infrastructure
605 Third Avenue, 28th Floor
New York, NY 10158
Attention: Scott Derby, North American Asset Management Director
Fax Number: (212) 798-8690
E-mail: s.derby@meridiam.com

(i) Tenant's Address for Work
Letter Notice:

Board of Supervisors
Kenneth Hahn Hall of Administration,
Room 383
500 West Temple Street
Los Angeles, California 90012

With a copy to:
Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate
Fax Number: (213) 217-6397

1.2 Exhibits to Lease:

Exhibit A-1 - Floor Plan of Premises
Exhibit A-2 - Premises Subject to Early
Termination
Exhibit A-3 - Relocatable Premises
Exhibit A-4 - Relocation Premises
Exhibit A-5 - AOC Expansion Space –
Level 1
Exhibit A-6 - AOC Expansion Space –
Level 2
Exhibit A-7 - AOC Expansion Space –
Level 3
Exhibit B - Legal Description of Property
Exhibit C - Commencement Date
Memorandum and
Confirmation of Lease Terms
Exhibit D - Rules and Regulations
Exhibit E - Form of Estoppel Certificate
Exhibit F - HVAC Standards
Exhibit G - Cleaning and Maintenance
Schedule
Exhibit H - Ground Lease
Exhibit I - Community Business
Enterprises Form

1.3 Landlord's Work Letter: (executed
concurrently with this Lease and
made a part hereof by this
reference):

Landlord's Work Letter
Addendum A: Base Building
Improvements
Addendum B: Tenant Improvements
Addendum C: Form of Budget
Addendum D: Costs of Tenant
Improvements

- 1.4 Supplemental Lease Documents: (delivered to Landlord and made a part hereof by this reference):
Document I: Subordination, Non-disturbance and Attornment Agreement
Document II: Tenant Estoppel Certificate
Document III: Community Business Enterprises Form
Document IV: Memorandum of Lease
Document V: Request for Notice
- 1.5 Additional Transaction Documents: (a) Ground Lease Agreement, dated December 20, 2010 , by and between the Judicial Council of California, Administrative Office of the Courts (“AOC”), as ground lessor, and Landlord, as ground lessee, in the form attached hereto as Exhibit H , as it may be from time to time amended, extended or otherwise modified or supplemented, subject to Section 34 below (the “Ground Lease”).
- (b) Project Agreement, dated December 20, 2010, by and between AOC and Landlord (the “Project Agreement”).
- (c) Agreement for the Compensation of Equity Interest, dated February 6, 2008, by and between AOC and Tenant (the “Agreement for Compensation”).
- (d) Transfer Agreement, dated June 19, 2007, by and between AOC and Tenant.

2. PREMISES.

(a) Lease and Sublease of Premises. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1 and Exhibit A attached hereto. The parties acknowledge that for the sake of convenience only, the sublease transaction evidenced by this Lease shall be referred to as a lease (the “Lease”).

(b) Intentionally Omitted.

(c) Tenant’s Right to Early Termination. Provided that there shall not then exist an event of Default by Tenant or any other occurrence which, with the giving of notice or the passage of time, or both, would constitute an event of Default by Tenant, beginning at any time after the tenth (10th) lease year and continuing thereafter, Tenant shall have the right to terminate this Lease, upon (i) not less than fifteen (15) months’ prior written notice to Landlord,

and (ii) payment to Landlord in good funds an amount equal to the annual Basic Rent otherwise payable for the remainder of the Lease Term.

(d) Landlord's Rights to Partial Terminate and Relocate Tenant. Tenant and Landlord acknowledge that (i) Section 19.3(b) of the Ground Lease provides that AOC shall have the option to expand the AOC Space (as defined therein), pursuant to the terms of Appendix C attached to the Ground Lease, and (ii) Tenant's rights with respect to those portions of the Premises described at Exhibits A-1, A-2 and A-3 (collectively, the "AOC Expansion Space") are expressly subject and subordinate to the terms of said Section 19.3(b) of the Ground Lease and Appendix C attached thereto. (A copy of the Ground Lease is attached hereto as Exhibit H.) Beginning after the fifteenth (15th) lease year and provided that the AOC shall have properly exercised its rights to expand its premises under said Section 19.3(b) of the Ground Lease:

(A) Landlord shall have the continuing right to terminate this Lease only as to those portions of the Premises located in the west wing of the Building and more particularly described at Exhibit A-2 attached hereto (the "Early Termination Premises"), upon not less than fifteen (15) months' prior written notice to Tenant;

(B) Landlord shall have the continuing right to relocate Tenant from those portions of the Premises located on the second floor of the Building and more particularly described at Exhibit A-3 attached hereto (the "Relocatable Premises") into new premises located on the west wing of the first floor of the Building and more particularly described at Exhibit A-4 attached hereto (the "Relocation Premises"), upon not less than fifteen (15) months' prior written notice to Tenant. Landlord shall provide tenant improvements (including without limitation the relocation of Tenant's existing furnishings, fixtures, equipment and all telecommunications from the Relocatable Premises as may be practicable, feasible and reusable in accordance with all applicable laws, codes, rules and regulations, and otherwise the replacement of the same that may not be relocated) to the Relocation Premises that are comparable to those existing in the Relocatable Premises as of the time of relocation, according to a mutually agreeable time schedule. If no comparable furnishings, fixtures, equipment and/or telecommunications exist as of the time of relocation, Landlord shall provide Tenant with new furnishings, fixtures, equipment and/or telecommunications, as the case may be.

(C) In the event that Landlord exercises its rights with respect to the Early Termination Premises or the Relocatable Premises, then no later than thirty (30) days prior to the early termination date with respect to the Early Termination Premises or the date of Landlord's delivery to Tenant of the Relocation Premises, as the case may be, the parties shall execute and deliver one or more amendments to this Lease, in form reasonably required by Landlord and Landlord's lender(s), (1) deleting from the Premises the Early Termination Premises, (2) substituting the Relocation Premises for the Relocatable Premises, and (3) adjusting total rentable and usable square footages of the revised

Premises, Basic Rent and Tenant's Share of Real Property Taxes, if any, as necessary.

3. COMMON AREAS. Tenant may use the following areas ("Common Areas") in common with Landlord and other tenants of the Building: the entrances, lobbies and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Building, the Common Areas and the Premises established by Landlord as more particularly described at Exhibit D attached hereto; provided, however, that Landlord shall have the right to rescind, amend or otherwise change any of said rules and regulations, provided such changes do not adversely affect Tenant's permitted use of the Premises, upon not less than thirty (30) days prior written notice to Tenant. Landlord specifically reserves the right to change the size, configuration, design, layout, location and all other aspects of the Common Areas, without incurring any liability to Tenant and without any abatement of Rent under this Lease, provided that Landlord shall provide Tenant with not less than thirty (30) days prior written notice and shall not unreasonably interfere with Tenant's permitted use of the Premises or the Building or to impede access to the Premises or the Building due to the foregoing.

4. COMMENCEMENT AND EXPIRATION DATES.

(a) Term. The term of this Lease (the "Term") shall commence upon the Commencement Date and terminate on the Termination Date, unless earlier terminated pursuant to the terms of the Lease. Within thirty (30) days of determining the Lease Commencement Date, Landlord and Tenant shall acknowledge in writing the Lease Commencement Date by executing the Commencement Date Memorandum and Confirmation of Lease terms attached as Exhibit C to the Lease. For purposes of this Lease, the term Commencement Date shall mean the date of Tenant's Acceptance of the Premises, and the term "Tenant's Acceptance of the Premises" shall mean the date upon which Tenant has inspected the Premises and has found them to be Substantially Complete pursuant to the definition set forth below.

The term "Substantially Complete" or "Substantial Completion" shall mean the date on which all of the following conditions have been satisfied: (i) the construction of the Base Improvements are complete and in compliance with all applicable laws and codes, and all of the Building systems are operational to the extent necessary to service the Premises; (ii) the Tenant Improvements and the installation of the Furniture, Fixtures and Equipment in the that Premises are substantially complete in accordance with the final construction and furniture documents approved by Tenant (with the exception of minor punch list items which do not materially impact Tenant's use of the Premises and which will be promptly completed), and in compliance with all applicable laws and codes, and operational such that Tenant can conduct normal business operations from the Premises; (iii) all utilities necessary and appropriate for Tenant's use and operation of the Premise are fully connected and functional; (iv) Landlord has obtained all necessary occupancy permits and approvals, including without limitation a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, as issued by the California State Fire Marshall, and an Occupancy Readiness Certificate as issued by the Independent Building Expert (as those terms

are defined in and pursuant to the terms of the Project Agreement) (v) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under the Lease; and (vi) if Landlord is responsible for the installation of telecommunications systems, then such systems shall be completely operational.

(b) Tenant's Termination Right for Failure to Deliver Premises. If the Commencement Date has not occurred by the Longstop Date (as defined in Section 8.7 of the Project Agreement, which definition is incorporated herein by this reference), then subject to extension of the Longstop Date pursuant to the terms of the Project Agreement and further subject to Tenant Delays or Force Majeure Delays as provided in the Work Letter, which has been executed concurrently herewith, Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of not less than thirty (30) days' prior written notice to Landlord and the parties shall have no further obligations to one another hereunder; provided, however, that if Landlord Substantially Completes the Premises prior to the expiration of said thirty-day period, then Tenant's termination of this Lease shall be of no force or effect and the Commencement Date shall be deemed to have occurred on the date of Substantial Completion and all of the other terms and conditions of this Lease shall remain in full force and effect.

(c) Early Possession. Tenant shall be entitled to possession of the Premises not less than thirty (30) days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures and equipment in the Premises. Landlord shall ensure that its contractors, if still on-site, do not interfere with Tenant's early occupancy and Tenant's Internal Services Department or cause any material delay in the installation of Tenant's furniture, fixtures, equipment and telecommunications, provided that such early occupancy shall not unreasonably interfere with any activities of the AOC or Landlord, including without limitation construction or the installation of furnishings, fixtures, equipment and telecommunications, and does not materially violate any rules or regulations governing the Building. Such early occupancy shall be subject to all provisions hereof but shall not advance the Termination Date, and Tenant shall not pay Basic Rent for such early occupancy period.

5. RENT.

(a) Basic Rent. Tenant shall pay Landlord the Basic Rent stated in Section 1 during the Term hereof within fifteen (15) days following the first (1st) day of each month during the Term. Basic Rent for any partial month shall be prorated in proportion to the number of days in such month.

(i) Increases in Basic Rent. Beginning on the first (1st) anniversary of the Commencement Date and continuing every year thereafter during the Term of this Lease (each, a "CPI Adjustment Date"), then-Basic Rent shall be increased (but not decreased) by the amount of increase in the CPI (as defined below), but in no event shall any increase exceed an annual increase of four percent (4%) per year over the then-Basic Rent amount. The rental adjustment for monthly Basic Rent shall be calculated by multiplying the then-current monthly Basic Rent by a fraction, the numerator being the New Index and the denominator being the Base Index (as those terms are defined below). For the purposes of this Lease, the term "New Index" shall mean the Index published for

the calendar month immediately preceding the Index Adjustment Date, and the term "Base Index" shall mean the Index published for the immediately-previous Index Adjustment Date. In no event shall the Basic Rent on any Index Adjustment Date be less than the Basic Rent for the month immediately preceding the Index Adjustment Date, and further provided that if there is no increase in CPI, or if there is a decrease in CPI, the Basic Rent shall remain unchanged.

(ii) Definition of Index. For the purposes of this Lease, "Index" shall mean the Consumer Price Index for All Urban Consumers for the Los Angeles-Riverside-Orange County Consolidated Metropolitan Statistical Area published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Index is changed so that the base year of the index differs from that used as of the Commencement Date of this Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term of this Lease, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained of the Index had not been discontinued or revised. In the event the parties are unable to agree upon a substitute index (if the original Index is discontinued without a replacement) then upon demand by either party, the matter shall be submitted to arbitration for the purpose of determining an alternate method of computing the rent adjustment based upon the increase in the cost of living.

(b) Calculation of Basic Rent. Landlord and Tenant acknowledge that due to the previous circumstances of previous lease(s) of office space by Tenant and pursuant to that certain letter agreement dated April 7, 2009, by and between Tenant and the AOC, the initial Basic Rent has been calculated according to the following, and agree that any change to Basic Rent (e.g., due to termination of the Lease as to any portion of the Premises and/or the leasing of substitute or additional Premises pursuant to Landlord's and Tenant's respective rights hereunder, including without limitation with respect to the Early Termination Premises, the Relocation Premises and the Relocatable Premises) will be calculated as follows:

(i) With respect to the first 48,154 rentable square feet ("RSF") of the Premises, comprised of 39,403 useable square feet ("USF"), annual Basic Rent (as the same may be adjusted) shall be calculated only on said 39,403 USF.

(ii) With respect to the remainder of the Premises, annual Basic Rent (as the same may be adjusted) shall be calculated on the rentable square feet without regard to the useable square feet thereof.

(iii) By way of example only, the initial aggregate annual Basic Rent has been calculated as follows:

39,403 USF multiplied by \$31.00 per square foot = \$1,221,493.00

(96,598 total RSF minus 48,154 RSF [i.e., 48,154 RSF, of which 39,403 USF is a part] multiplied by \$31.00 per square foot =

\$1,501,764.00

TOTAL ANNUAL BASIC RENT:

\$2,723,257.00

(c) Rent. All monetary obligations of Tenant to Landlord under the terms of this Lease, whether denominated as monthly Basic Rent, Real Property Taxes, or otherwise, are deemed to be and defined collectively as "Rent."

6. USES. Subject to the terms and conditions of the Project Agreement and the Ground Lease, the Premises are to be used only for the uses set forth in Section 1 and any other lawful use approved by Landlord, and for no other business or purpose.

7. HOLDOVER. If Tenant does not surrender the Premises or any portion thereof upon the expiration or earlier termination of the Lease Term, then the rent payable by Tenant hereunder shall be increased to equal 125% of the Basic Rent, additional rent and other sums that would have been payable pursuant to the provisions of this Lease if the Lease Term had continued during such holdover period. Such rent shall be computed by Landlord and paid by Tenant on a monthly basis and shall be payable on the first day of such holdover period and the first day of each calendar month thereafter during such holdover period until the Premises have been vacated. Notwithstanding the foregoing, if Tenant remains in possession of the Expansion Space, then in addition to the foregoing Tenant shall be liable for all costs and expenses incurred by Landlord in connection with Landlord's failure to deliver the Expansion Space as and when required by the terms of the Ground Lease, unless such failure is caused by Landlord's, or Landlord's agents', employees' or contractors', failure to timely deliver to Tenant the Relocation Premises as required by the terms of this Lease.

8. COMPLIANCE WITH LAW. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof, regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Building and the Common Areas to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including without limitation, the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

9. DAMAGE OR DESTRUCTION. Notwithstanding anything to the contrary contained herein, the following provisions of this Section 9 are expressly subject to the terms and conditions of the Project Agreement and the Ground Lease.

(a) Damage. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made untenantable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within thirty (30) days, cause an architect or general contractor selected by Landlord to

provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises tenantable again using standard working methods. The failure to do so shall be a material Default hereunder. Basic Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

(b) Tenant's Termination Right. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving written notice within thirty (30) days after notice from Landlord specifying such time period of repair; and this Lease shall terminate and the Basic Rent shall be abated from the date the Premises became untenable. In the event that Tenant does not elect to terminate this Lease, Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided insurance proceeds are available to repair the damages.

(c) Damage in Last Year of Lease Term. Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, either Landlord or Tenant may terminate this Lease by giving notice to the other not more than thirty (30) days after such destruction, in which case (a) Landlord shall have no obligation to restore the Premises, (b) Landlord may retain all insurance proceeds relating to such destruction, and (c) this Lease shall terminate as of the date which is thirty (30) days after such written notice of termination.

(d) Application of Insurance Proceeds. All insurance proceeds available for the repair, replacement or restoration of the Premises shall be applied as required by the terms of Article 16 of the Ground Lease and Section 16.1(D) of the Project Agreement, which terms are incorporated herein by this reference.

(e) Default by Landlord. If Landlord is required to repair and restore the Premises as provided for in this Section and Landlord should fail to thereafter pursue said repair and restoration work with reasonable diligence to completion, then upon not less than thirty (30) days' prior written notice to Landlord, Tenant may (i) declare a default hereunder or (ii) perform or cause to be performed the restoration work and deduct the cost thereof plus interest thereon at ten percent (10%) per annum, from the Basic Rent next due as a charge against the Landlord; provided, however, that if the nature of such repair or restoration is such that more than 30 days is reasonably required for completion of the same, then such 30-day period shall be extended as may be reasonably required provided that Landlord shall have undertaken such repair or restoration within said 30-day period and shall diligently prosecute the same to completion.

10. REPAIRS AND MAINTENANCE.

(a) Landlord Representations upon Substantial Completion. Landlord and Tenant acknowledge that the Building and the Premises shall be constructed following the execution of this Lease pursuant to the terms of this Lease. Landlord represents to Tenant that

upon Substantial Completion of the Premises (i) the Premises, the Building and all Common Areas (including electrical, heating, ventilating and air conditioning (“HVAC”), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) shall comply with all current laws, codes, and ordinances, including use the Americans With Disabilities Act; in effect as of the date of Substantial Completion and shall be in good working order and condition; (ii) the Building and Premises shall comply with all covenants, conditions, restrictions and underwriter’s requirements; and (iii) the Premises, Building and Common Areas shall be free of the presence of any Hazardous Materials (as hereinafter defined) and (iv) Landlord shall not have not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.

(b) Landlord’s Obligations. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed the following elements, systems and areas in the Building as they relate to the Premises: (i) the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, stairways, concealed electrical systems and telephone intrabuilding network cable; (ii) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building (iii) the Common Areas; (iv) exterior windows of the Building; and (v) elevators serving the Building. Landlord, at its sole cost and expense, shall also perform all maintenance and repair, reasonable wear and tear excepted. Landlord’s repair obligations include, without limitation, repairs to: (1) the floor covering (if such floor covering is carpeting it shall be replaced as needed on an ongoing basis in areas deemed out of compliance with the AOC requirements indicated in Section 2.4.1 of Appendix of the Project Agreement); (2) interior partitions; (3) doors; (4) the interior side of demising walls (which shall be repainted as needed on an ongoing basis based on Landlord and Tenant inspections and service calls and be maintained in compliance with the AOC requirements indicated in Sections 2.4.20 and 2.4.26 in Appendix 6 of the Project Agreement); and (5) Building signage. Landlord shall maintain, repair and replace, at Landlord’s cost, the separate environmental air handling units that Tenant will require in the telecommunication rooms in the Premises (the “Air Handling Units”); provided, however, that Landlord may at its cost contract with a third-party contractor to maintain the Air Handling Units. Landlord further agrees to maintain property insurance and/or applicable warranties on the Air Handling Units. Landlord shall repaint the walls of the Premises and replace carpet in the Premises pursuant to the terms of Exhibit G, Cleaning and Maintenance Schedule attached hereto, which shall be in accordance with the schedule agreed upon by Landlord and the AOC for the Court Space (as defined in the Project Agreement) within the Building.

(c) Tenant’s Obligations. Without limiting Landlord’s Obligations, Tenant shall, at Tenant’s sole expense, be responsible for the cost of repairing any area damaged by Tenant or Tenant’s agents, employees, invitees and visitors, reasonable wear and tear excepted, and the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by Tenant and Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; (b) be comparable in quality, and utility to the original work or installation; and (c) be in accordance with all laws.

(d) Tenant's Right to Repair. (i) If Tenant provides written notice (or oral notice in the event of an emergency such as damage or destruction to the Premises or of any portion of the Building structure and/or the Building systems and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and Landlord fails to provide such action within a reasonable period of time, given the circumstances, after the giving of an additional ten (10) business days notice (or one (1) business day notice in the event of an emergency) (the "Repair Notice Period"), then Tenant may make the necessary repairs or perform the necessary maintenance (unless Landlord shall commence to perform such repairs within the applicable notice period), and if such work or repairs were required under Section 10(b), then Tenant may proceed to take the required action. Notwithstanding the foregoing, Tenant shall not undertake any repair, maintenance or other action affecting the structural elements of the Building, the Building mechanical, electrical, plumbing, HVAC or other systems, or any of the Common Areas without Landlord's first obtaining the prior written consent of the AOC (each, an "AOC Approval Repair"). If the required action is an AOC Approval Repair, Tenant shall notify Landlord of the same in writing in its original notice above (or oral notice in the event of an emergency). If Landlord fails to respond in writing within ten (10) business days following the Repair Notice Period, or if Landlord responds in writing that the AOC has disapproved Tenant's performing the AOC Approval Repair and neither Landlord or the AOC has undertaken the AOC Approval Repair within two (2) business days following the expiration of the Repair Notice Period, then Tenant's sole remedy shall be to abate Basic Rent in an amount equal to 125% of the then-Basic Rent for the portion of the Premises rendered unusable for the permitted use set forth in Section 1(1) above pro rata on a per diem basis; provided, however, that if neither Landlord nor the AOC has undertaken the AOC Approval Repair within fifteen (15) business days following the expiration of the Repair Notice Period, then Tenant's sole remedy shall be to abate Basic Rent in an amount equal to 150% of the then-Basic Rent for the portion of the Premises rendered unusable for the permitted use set forth in Section 1(1) above.

(ii) Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action, plus interest thereon at ten percent (10%) per annum, upon presentation of invoices and other reasonable documentation for all such costs and expenses. If Landlord does not deliver a written objection to Tenant within thirty (30) days after its receipt of an invoice from Tenant setting forth a particularized breakdown of the out-of-pocket costs incurred by Tenant in performing any work or repairs permitted under this Section 10(d) to be performed by Tenant and that Tenant claims should have been performed by Landlord, then, if not reimbursed by Landlord within ten (10) days, Tenant shall be entitled to deduct from Basic Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. If the parties cannot come to an agreement as to the repair charges within thirty (30) days, they agree the dispute shall be resolved by arbitration under the auspices of the American Arbitration Association as set forth in clause (iii) below. Notwithstanding anything to the contrary set forth in this Section 10, the remedies

provided in this Section 10 are in addition to and are not intended in any way to limit or restrict the remedies provided in Section 14 hereof.

(iii) Notwithstanding anything to the contrary contained herein, if the total Tenant's Repair Costs are greater than Ten Thousand and 00/100 Dollars (\$10,000) and Landlord delivers a written objection pursuant to the foregoing, then the matter shall be submitted to a neutral arbitrator, who is independent and impartial, for decided by neutral binding arbitration in accordance with the Commercial Arbitration of the American Arbitration Association (the "AAA") and not by court action, except as provided by California law for judicial review of arbitration proceedings. The neutral arbitrator shall apply California substantive law and the California Evidence Code to the proceeding and shall have the power to grant all legal and equitable remedies. In order to expedite the arbitration, the parties waive the right of discovery. The decision of the neutral arbitrator shall be final and unreviewable for error of law or reasoning of any kind. The fees and expenses of the arbitration, including the fees of the neutral arbitrator, shall be shared equally by the parties. Each party shall bear its own counsel fees and its own arbitrator fees. Within three (3) business days after either party gives notice of its demand for arbitration, each party shall select an arbitrator from lists prepared by the AAA and notify the other party of its selection. The two arbitrators so appointed shall, within three (3) business days of their appointment, select the neutral arbitrator from lists prepared by the AAA. If the parties' arbitrators are unable to agree upon a neutral arbitrator, then one of the parties shall notify the AAA in writing, and the neutral arbitrator shall be selected by the AAA. Within ten (10) calendar days following the selection of the neutral arbitrator, the parties and their counsel shall appear before the neutral arbitrator at a place and time designated by the neutral arbitrator for the purpose of each party making a one-hour or less presentation and summary of its case regarding the Tenant's Repair Cost. The desire and goal of the parties is, and the neutral arbitrator will be advised that his/her goal must be, to conduct and conclude the subject arbitration as expeditiously as possible. If either party or their counsel fails to appear at any hearing, the neutral arbitrator shall be entitled to reach a binding decision based on the evidence that has been presented to him/her by the party that did appear.

11. SERVICES AND UTILITIES; REAL PROPERTY TAXES.

(a) Landlord shall furnish the following services and utilities to the Premises which utilities will be separately metered by the Landlord. Tenant shall be solely liable for payment for all utilities specifically set forth in (ii) and (iv) below, and Landlord shall be liable for payment of the remainder of the services and utilities set forth in this Section 11:

(i) HVAC. Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings.

(ii) Electricity. Landlord shall furnish to the Premises, at Tenant's sole cost and expense, the amount of electric current provided for in the Working Drawings but in any event not less than seven (7) watts of electric current (connected load) per

square foot in the Premises, for power and lighting and electric current for HVAC. Landlord shall provide, as part of the base Building shell work, electric service risers (providing not more than eight [8] watts per square foot of electric current) from the main switchgear connecting to new transformer(s) and/or two (2) electric panels in an electric closet on each floor of the Premises for Tenant to utilize such capacity in the Premises (with one [1] panel for power and one [1] panel for lighting, and each of 200 amps with capacity for forty [40] circuit breakers). Additional transformers and electric panels, as required by Tenant's Working Drawings, shall be provided as part of the Tenant Improvements (as defined below) at Tenant's sole cost and expense. Electric service for the Premises shall be separately metered.

(iii) Elevators. Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(iv) Water. Landlord shall make available, at Tenant's sole cost and expense, water for normal lavatory and potable water for drinking purposes in the Premises.

(v) Janitorial. Landlord shall provide janitorial service on five (5) nights per week generally consistent with that furnished in comparable buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit F attached hereto.

(b) Access. Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven (7) day per week, twenty-four (24) hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building.

(c) Real Property Taxes. While Landlord and Tenant assume that Real Property Taxes (as defined below) will not be assessed on the Premises, if Real Property Taxes are so assessed, then Landlord shall pay all Real Property Taxes including reasonable costs for attorneys or tax experts secured by Landlord in seeking reduction of the taxes assessed on the Premises and the Building. The amount of Real Property Taxes which may be levied or assessed against the Premises and the Property attributable to any tax year during the Term shall be in addition to the monthly Basic Rent and in addition to all other sums payable under this Lease. Should the Term commence or expire at any time other than the beginning or end of a tax year, the amount of any Real Property Taxes shall be Tenant's proportionate share and shall be prorated so as to include only that portion of the taxable year which is a part of the Term. As used herein, the term "Real Property Taxes" shall include any form of real estate tax (other than inheritance, personal income or estate taxes) imposed upon the Premises and the Building, including without limitation any possessory interest tax, by any authority having the direct or indirect power to tax, including without limitation any city, county, state or federal government. Notwithstanding anything to the contrary in the Ground lease, for purposes of this Lease, "Real Property Taxes" do not mean assessments (other than a real property tax assessment), water and

sewer rents and charges, governmental or public utility company charges of any kind or nature, or interest and penalties thereon, which are assessed, levied, confirmed, imposed upon or against (i) the Premises or the Building or the value of the Premises or the Building improvements thereto or fixtures therein, or rent received or payable hereunder, or (ii) the gross receipts from the Building; or (iii) any transfer, recording possessory, documentary, or gift stamp of taxes incurred by Landlord or the AOC. In the event of any conflict between the definition of "Real Property Taxes" contained in the Ground Lease or this Lease, the definition contained in this Lease shall prevail and control.

12. LANDLORD ACCESS. Tenant shall permit Landlord and its agents to enter the Premises upon prior written notice for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or Premises and if and only if such temporary closure materially and adversely affects Tenant's quiet enjoyment or permitted use of the Premises, then Basic Rent shall be prorated based upon the percentage of the Premises or Building rendered untenable and not used by Tenant due to such temporary closure. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency upon such prior notice as may be practicable under the circumstances.

13. TENANT DEFAULT.

(a) Default. The occurrence of any one or more of the following events (a "Default") shall constitute a material default and breach of this Lease by Tenant:

(i) the failure by Tenant to make any payment of Basic Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder), as and when due and if the failure continues for a continuous period of ten (10) days after written notice to Tenant;

(ii) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a continuous period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion; or

(iii) the making by Tenant of any assignment for the benefit of creditors; or the filing of a petition by or against Tenant to have Tenant adjudged a bankrupt (unless in the case of a petition filed against Tenant, the same is dismissed within thirty [30] days); or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy; or the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets or of Tenant's interest in this Lease where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets or Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

(b) Remedies upon Default. In the event of Default by Tenant, Landlord without further notice to Tenant, shall have all rights and remedies available to it at law or in equity, all at Landlord's election:

(i) Landlord shall have the right to terminate Tenant's right to possession of the Premises upon written notice to Tenant and if Landlord by written notice declares this Lease to be terminated because of a breach of this Lease, Landlord may eject all parties in possession and repossess the Premises, together with all additions, alterations and improvements thereto, and Tenant's fixtures and improvements thereon, and Landlord shall be entitled to recover in one or more awards of judgment from Tenant:

(A) The worth at the time of award of the unpaid rent which had been earned at the time of termination; and

(B) The worth at the time of award by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; and

(C) The worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and

(D) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom. Such other amounts shall include but not be limited to such expense (including attorney's fees) as Landlord may have paid, assumed or incurred in recovering possession of the Premises and placing the same in good order and condition; in preparing or altering the same for reletting; and such additional expenses (including rental commissions, concessions and advertising) in connection with reletting the Premises and, in the event Tenant fails to take possession of the Premises, the amount paid, assumed or incurred by Landlord in preparing the Premises for Tenant.

(ii) The phrase "the worth at the time of award" as referred to in subparagraphs (i)(A) and (i)(B) above is to be computed by allowing interest at the rate of ten percent (10%) per annum. The phrase "the worth at the time of award" as referred to in subparagraph (i)(C) and subparagraph (i)(D) above shall be computed by discounting such award at the discount rate of the Federal Reserve Board nearest to the Property at the time of the award plus one percent (1%).

(iii) Landlord shall not be deemed to have terminated this Lease unless Landlord shall have so declared in writing to Tenant, nor shall Landlord be deemed to have accepted or consented to an abandonment by Tenant by performing acts intended to maintain or preserve the Premises, making efforts to relet the Premises or appointing a receiver to protect Landlord's interest under the Lease.

(iv) In addition to the foregoing, Lessor has the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations).

(v) The remedies of Landlord as hereinabove provided are cumulative and in addition to and not exclusive of any other remedy of Landlord herein given or which may be permitted by law. Any lawful re-entry as provided for herein shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages or guilty of trespass because of any such lawful re-entry.

(vi) Landlord may at any time after Tenant commits an act of Default, upon thirty (30) days prior written notice, or such shorter period if additional damage may result by the running of such thirty (30)-day period, cure the act of default for the account of and at the expense of Tenant. If Landlord at any time by reason of an act of default is compelled to pay, or elects to pay, any sum of money or to do any act that will incur the payment of any sum of money, or is compelled to incur any expense, then such sum or sums paid by Landlord, together with interest at the rate of ten percent (10%) per annum shall be deemed to be additional rental under this Lease and shall be due from Tenant to Landlord on the first day of the month following the incurring of such expenses.

(c) No Effect on Indemnity. Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

14. LANDLORD DEFAULT.

(a) Remedies. In addition to the provisions for Landlord's default provided by Sections 9(d), 10(c) 19 and 20(b), Landlord shall be in default "Landlord Default" in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within thirty (30) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10[c]); provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30)-day period, there shall not be a Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and

remedies provided at law or in equity or elsewhere herein: (i) to remedy such default or breach, in which event Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action, upon presentation of invoices and other reasonable documentation for all such costs and expenses; provided that if Tenant is not reimbursed by Landlord within thirty (30) days following delivery of such invoices, Tenant shall be entitled to deduct from Basic Rent the amount set forth in such invoices for such work, plus interest at the rate of (10%) per annum from the installments of Basic Rent next falling due; (ii) to pursue the remedy of specific performance; (iii) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Basic Rent next coming due; (iv) to terminate this Lease; and/or (v) exercise any other rights and remedies available to Tenant at law or in equity upon not less than thirty (30) days' prior written notice to Landlord, subject to Landlord's cure rights above.

(b) Waiver. Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

(c) Emergency. Notwithstanding the foregoing cure period, Tenant may cure any default upon such notice as may be practicable under the circumstances where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition or materially and adversely affect the operation of Tenant's business in the Premises.

15. ASSIGNMENT AND SUBLETTING. Subject to the terms of Articles 18 and 19 of the Ground Lease, Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises upon Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed; provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease. The parties agree that it shall be reasonable for Landlord to withhold its consent to any assignment, transfer, sublease or other occupancy or use of the Premises if the AOC has failed to consent to the same pursuant to the terms of Section 19.1 of the Ground Lease or if Landlord determines, in its sole reasonable discretion, that the proposed assignment, transfer, sublease, occupancy or use would (a) conflict with governmental purposes of the Building, (b) be for a use proscribed or prohibited under the terms of the Ground Lease, or (c) conflict with the use or occupancy of the Building by the Los Angeles Superior Court pursuant to the terms of that certain Sublease Agreement, dated as of December 20, 2010, by and between Landlord, as sublessor, and the AOC, as sublessee.

16. ALTERATIONS AND ADDITIONS. Subject to Article 14 of the Ground Lease and Section 10.1 of the Project Agreement:

(a) Landlord Consent. Tenant shall not make any alterations, improvements, additions, in or about the Premises which may directly or indirectly impact the structural, mechanical, electrical, plumbing, HVAC or other systems serving the Premises or the Building (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant agrees that if Landlord must obtain the consent of the AOC to the same, then Landlord's

consent shall be deemed reasonably withheld if the AOC fails to consent to the same. Tenant shall deliver said written request for consent to Alterations no later than thirty (30) days prior to the anticipated commencement of construction of the Alterations so that Landlord may file all necessary notices, and along with such request for consent Tenant shall provide to Landlord complete, legible and reasonably detailed copies of all necessary permits and approvals (including building permits) for the construction and installation of the Alterations, insurance certificates from all contractors and subcontractors evidencing such insurance coverages and amounts as Landlord may reasonably require, and complete plans, specifications and drawings for any such requested Alterations, along with any other documentation as Landlord shall reasonably require. In connection with any such Alteration, Tenant shall use contractors, subcontractors and suppliers approved by Landlord, whose approval shall not be unreasonably withheld. If Landlord and the AOC fail to respond in writing within thirty (30) days of delivery such request, Tenant shall renew its written request for consent of Landlord and the AOC, with the renewed request clearly marked "Second Request for Consent to Alterations." If Landlord and the AOC fail to respond in writing to such renewed request within ten (10) business days following delivery of said renewed request, Landlord and the AOC shall be deemed to approve the Alterations. No later than thirty (30) calendar days following completion of the Alterations, Tenant shall deliver to Landlord original executed unconditional waivers and releases of mechanics' liens from all suppliers of labor and materials in the construction and installation of the Alterations.

(b) End of Term. Subject to the terms of Section 26 below, Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

17. CONDEMNATION. Subject to Article 13 of the Ground Lease:

(a) Controlling Terms. If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor, either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

(b) Total Taking. If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

(c) Partial Taking. If any portion, but not all, of the Premises is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered materially unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate

by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than forty-five (45) days nor later than one hundred fifty (150) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the date of termination as designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated in proportion to the rentable square footage of the Premises taken.

(d) Restoration. Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord at its cost will add to the remaining Premises so that the area of the Premises and the space available for parking, will be substantially the same after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within two hundred ten (210) days after Landlord so notifies Tenant, this Lease shall continue in effect. All obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably reduced in proportion to the rentable square footage of the Premises taken during the period from the Date of Taking until the completion of such restoration.

(e) Award. Subject to the respective terms of the Project Agreement, the Ground Lease and that certain Sublease Agreement, of even date herewith, by and between Landlord, as sublessor, and AOC, as sublessee (the "Sublease"), the Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises.

(f) Waiver of Statute. Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the superior court to terminate this Lease in the event of a partial taking of the Premises.

18. INDEMNIFICATION.

(a) Tenant's Indemnity. Tenant shall indemnify, defend, and hold Landlord free and harmless from and against all loss, damages, penalties, costs and expenses, including without limitation reasonable attorneys' fees and costs and expert witness fees, arising from, incurred in connection or as a result of any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any act, omission or misconduct, of Tenant or Tenant's contractors, agents, employees, or arising from any breach or default under this Lease by Tenant. The foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Landlord, or its, contractors, agents, or employees.

(b) Landlord's Indemnity. Landlord shall indemnify, defend and hold Tenant free and harmless from and against all loss, damages, penalties, costs and expenses, including without limitation reasonable attorneys' fees and costs and expert witness fees, arising

from, incurred in connection or as a result of any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any act, omission or misconduct, of Landlord or Landlord's contractors, agents, employees, or arising from any breach or default under this Lease by Landlord. The foregoing provisions shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Tenant, or its contractors, agents, or employees.

19. INSURANCE.

(a) Parties' Insurance. During the Term of this Lease, Landlord and Tenant each shall maintain the following insurance:

(i) Commercial property insurance which shall (A) cover damage to Landlord's and Tenant's respective property, including improvements and betterments, from perils covered by the causes-of-loss special form (ISO form CP 10 30), and include ordinance or law coverage (and coverage against acts of terrorism to the extent such coverage is reasonably available and priced at commercially reasonable rates) and (B) be written for full replacement cost of the property, with a deductible of no greater than 5% of the property value.

(ii) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following: (A) per occurrence and general aggregate amount of \$5,000,000; (B) products/completed operations aggregate of \$2,000,000 and (C) personal and advertising injury of \$1,000,000.

(iii) Failure by Landlord or Tenant to maintain the insurance required by this Section and deliver evidence thereof as required by this Lease shall constitute a material breach of this Lease by the party failing to so maintain insurance or deliver evidence thereof.

(iv) If required by Landlord's lender at any time, Tenant shall, at its expense, obtain and keep in effect (or cause any contractor to procure and keep in effect), Worker's Compensation Insurance (including employer's liability in an amount satisfactory to Landlord and if applicable, insurance covering claims of workers against employers arising under federal law) covering all employees of Tenant and any contractor and, if required under applicable law, any subcontractor engaged in work on, or with respect to, the Premises, in such amount as is reasonably satisfactory to Landlord's lender and in the minimum amount for one (1) person of not less than One Million Dollars (\$1,000,000.00), and in the minimum amount for one (1) accident or occurrence of not less than Five Million Dollars (\$5,000,000.00).

(v) In addition to the foregoing, Tenant and Landlord shall carry such other insurance in such amounts as may be required by any holder of a deed of trust encumbering the Property, including without limitation earthquake and business interruption.

(b) Insurance Requirements. All insurance policies required to be maintained by Landlord under this Lease shall be issued by insurance companies which have a Best's Rating

of "AVII" or better and which are qualified to do business in the State of California. All liability and property damage and other casualty policies of Landlord shall be written as primary policies, not contributing with, and not in excess of coverage which the other party may carry. Notwithstanding anything to the contrary contained in the Ground Lease, Project Agreement or Sublease, Tenant may self-insure instead of purchasing insurance from a third party insurance company.

(c) Certificates. Each party shall deliver to the other on the Commencement Date of this Lease and thereafter at least fifteen (15) days prior to expiration of any insurance required to be carried hereunder, certificates of insurance evidencing this coverage with limits not less than those specified above. Certificates must document that each party has named the other as an additional insured (or its equivalent) on its general liability and property insurance policy, and that each party has been named a loss payee on the other party's commercial property insurance policy, as required. Further, all certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given to the other party in the event of material change to, expiration or cancellation of the coverages or policies evidenced by the certificates. Notwithstanding anything to the contrary contained in the Ground Lease, Project Agreement or Sublease, at the sole option of Tenant, it may self-insure by self-funding any or all of the insurance obligations required under this Lease. It is understood that if Tenant elects to self-insure as permitted above, Landlord shall have the same benefits and protection as if Tenant carried insurance with a third party insurance company satisfying the requirements of this Lease (including, without limitation, waiver of subrogation provisions).

(d) Waiver of Subrogation. Landlord and Tenant hereby waive their rights of subrogation against one another to the extent it is covered or would be covered by the property insurance policies required to be carried hereunder including any and all deductibles that would apply. Landlord shall cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against Tenant.

20. PARKING. (a) Tenant's Rights. Tenant shall have the right to the number of parking stalls set forth in Section 1 without charge for the Term of this Lease in the parking facility located at 101 Magnolia Avenue (the "Parking Facility"). No tandem parking shall be allowed with respect to Tenant's parking spaces, except for the shortest duration possible in the event of an emergency and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all other parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. Tenant shall receive 242 staff parking keycards/passess, or higher number if requested by Tenant as set forth below, from the Landlord based on parking spaces listed in Section 1.1(n).

(b) At Tenant's request any time within six (6) months of the Commencement Date, Landlord shall provide Tenant with fifty seven (57) additional parking spaces during the term of this Lease in the Parking Facility, at the initial monthly charge of Eighty One and 00/100 Dollars (\$81.00) per space per month, subject to market-based increases as may be charged by the third-party operator of the Parking Facility, at Tenant's sole cost and

expense. If Landlord exercises its termination right as to the portion of the Premises located in the west wing of the Building (the "Early Termination Premises" occupied by the Los Angeles County Probation Department described in Exhibit A-2), either Landlord or Tenant may terminate the agreement for 57 additional parking spaces upon thirty (30) days' prior written notice. Tenant may request additional parking spaces at any time during the Lease term, and Landlord shall provide such spaces, subject to availability, at a reasonable market-based parking rate.

(c) In addition to the foregoing, Landlord shall provide Tenant with eight (8) secure (i.e., keycard access) parking spaces during the term of this Lease in the parking area located beneath the Building, at the initial monthly charge of Eighty and 00/100 Dollars (\$80.00) per space per month, subject to annual increases of two percent (2%), at Tenant's sole cost and expense.

21. ENVIRONMENTAL MATTERS.

(a) Hazardous Materials. Tenant shall not cause nor permit, nor allow any of Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects.

As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

(b) Landlord Indemnity. Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with the presence of Hazardous Materials on, under or about the Premises, Building or Common

Areas or other violation of laws relating to Hazardous Materials (i) that existed prior to the Commencement Date, or (ii) was directly caused by any act or omission of Landlord, or any employee, agent, contractor, or invitee of Landlord, except as the same was directly caused by any act or omission of Tenant, or any employee, agent, contractor or invitee of Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

(c) Tenant Indemnity. Tenant shall indemnify, protect, defend (by counsel acceptable to Landlord) and hold harmless Landlord and the AOC from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials that was directly caused by any act or omission of Tenant or any employee, agent, contractor, or invitee of Tenant, except as the same (i) existed prior to the Commencement Date, or (ii) was directly caused by any act or omission of Landlord or any employee, agent, contractor or invitee of Landlord. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Tenant shall promptly deliver to Landlord a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Tenant's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Tenant under this Section shall constitute a material Default under this Lease.

22. ESTOPPEL CERTIFICATES. Tenant shall, within thirty (30) days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit E attached hereto and incorporated herein (except that if any prospective purchaser of Landlord's interest or holder of any mortgage or deed of trust encumbering Landlord's interest in the Building shall require an estoppel in another commercially reasonable form, Tenant shall execute, acknowledge and deliver such estoppel certificate under the terms of this Section). It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or holder of any mortgage upon Landlord's interest in the Premises.

23. TENANT IMPROVEMENTS. Prior to the Commencement Date, Landlord shall construct the Tenant Improvements in the manner set forth in the Landlord's Work Letter executed by Landlord and Tenant concurrently herewith.

24. LIENS. Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant

and hereby indemnifies and holds Landlord harmless from any liability or loss from any such lien. Landlord shall keep its interest in this Lease, the Premises and the Building free from any liens that would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

25. SUBORDINATION AND MORTGAGES.

(a) Subordination and Non-Disturbance. Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in substantially the form of Document I of the Supplemental Lease Documents which is incorporated herein between Tenant and the holder of any mortgage or deed of trust encumbering the Building, or in a commercially reasonable form required by any such holder, and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase or right of first offer to purchase the Property which may be included herein.

(b) Existing Deeds of Trust. Landlord shall cause the beneficiary under any existing deed of trust affecting the Building to provide a written agreement to Tenant in substantially the form of Document I in the Supplemental Lease Documents delivered to Landlord concurrently herewith within thirty (30) days after the execution of this Lease.

(c) Request for Notice. Landlord acknowledges that Tenant intends to record a Request for Notice with respect to any mortgages or deeds of trust affecting the Building or Premises in the form of Document V in the Supplemental Lease Documents delivered to Landlord concurrently herewith.

(d) Notice of Default. If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail requesting any such notice with reference to this Section, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee a copy of any notice of Default served upon Landlord hereunder which could permit Tenant to terminate this Lease and an additional ten (10) days within which to cure such Default.

26. SURRENDER OF POSSESSION. Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition, subject to reasonable wear and tear. Tenant shall remove, at its own expense, all Alterations, fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

27. SIGNAGE. Subject to Landlord's express prior written consent, which shall not be unreasonably withheld, conditioned or delayed, Tenant shall be permitted to install at the Premises permanent signs that conform with all applicable laws and ordinances. With respect to signage located or visible outside the Premises, the parties agree that Landlord's consent shall be subject to the Building's standard signage program, for which Tenant's input shall be solicited.

28. QUIET ENJOYMENT. So long as Tenant is not in default hereunder, Tenant shall have the right to the quiet and peaceful enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

29. GENERAL.

(a) Headings. Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(b) Successors and Assigns. All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

(c) Brokers. Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation.

(d) Entire Agreement. This Lease (and the Landlord's Work Letter and Supplemental Lease Documents) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant. Landlord and Tenant acknowledge the terms of the Agreement for Compensation, as defined at Section 1.5(c) above, and further acknowledge and agree that the "Replacement Space," as defined in the Agreement for Compensation, means only that certain portion of the Premises described as 39,403 USF at Section 5(b)(i) above.

(e) Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

(f) Notices. All notices and communications to any party hereunder shall be in writing and shall be deemed properly given if delivered personally, sent by registered or certified mail, postage prepaid, or by a recognized overnight commercial messenger providing proof of delivery, facsimile (electronically confirmed) to Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1. Any notice so given shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

(g) Governing Law and Forum. This Lease and the parties' performance hereunder shall be governed by and construed in accordance with the internal laws of the State of

California, without respect to conflicts of laws principles. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

(h) Waivers. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

(i) Time of Essence. Time is of the essence for the performance of all of the obligations specified hereunder.

(j) Consent. Unless otherwise specified in this Lease, whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed.

(k) Community Business Enterprises. Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit I attached hereto and incorporated herein.

(l) Memorandum of Lease. If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Document IV in the Supplemental Lease Documents delivered to Landlord concurrently herewith, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30. AUTHORITY. Only the Board of Supervisors has the authority, by formally approving and/or executing this Lease, to bind the County to the terms included herein. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by County. County shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Officer of the County or its delegee (the "Chief Executive Officer") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Basic Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an Early Termination Notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

31. ACKNOWLEDGEMENT BY LANDLORD.

Landlord acknowledges that it is aware of the following provisions:

(a) Consideration of GAIN Program Participants. Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment, openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

(b) Solicitation of Consideration. It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord with the implication, suggestion or statement that the landlord's provision of the consideration may secure more favorable treatment for the landlord in the award of the Lease or that landlord's failure to provide such consideration may negatively affect the County's consideration of the landlord's offer to lease. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the landlord's submission being eliminated from consideration.

(c) Landlord Assignment.

(i) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Basic Rent directly to an assignee or transferee, but only if the conditions set forth in this Section 31(c) are met.

(ii) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof, is hereinafter referred to as a "Security Agreement."

(iii) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of the California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the County. Notwithstanding the foregoing, the County hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with collateralized mortgage backed securities ("CMBS") financing or other traditional real estate financing. However, without the prior written consent of County, if and as required by and pursuant to California Government Code

5950, et seq., Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to, certificate of participation financing.

(iv) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the County may impose damages in an amount equal to the greater of (a) \$500,000 or (b) 10% of the aggregate principal portion of all rental payments payable by the County during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the County may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

(v) Landlord shall give the County notice and a copy of each Security Agreement and any other instrument relating thereto (including, but not limited to, instruments providing for the payment of Basic Rent directly to an assignee or transferee) at least two weeks prior to the effective date thereof.

(vi) Landlord shall not furnish any information concerning County or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the County) to any person or entity, except (A) with County's prior written consent, and (B) to lenders, attorneys, accountants and other parties necessary to any such contemplated transaction, provided that Landlord shall take commercially reasonable steps to inform all such parties of the provisions of this Section 31(c). Landlord shall indemnify, defend and hold County and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the negligence or misconduct of Landlord in connection with the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section.

(vii) The provisions of this Section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns whether so expressed or not.

32. IRREVOCABLE OFFER. In consideration for the time and expense that Tenant will invest, including, but not limited to, preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.

33. GROUND LEASE. Tenant acknowledges that it has reviewed and is familiar with the terms and conditions of the Ground Lease attached hereto as Exhibit H and that this Lease, as a sublease, is and shall be at all times subject and subordinate to the Ground Lease, except with respect to any insurance requirement or provision contained in the Ground Lease, Project Agreement or Sublease (as it may be from time to time amended, extended or otherwise modified or supplemented) and any lease executed in replacement of the Ground Lease (as it may be from time to time amended, extended or otherwise modified or supplemented); provided, however, that Landlord shall provide to Tenant copies of all amendments, extensions, modifications and supplements to the Ground Lease (each, a "Ground Lease Amendment") for Tenant's information not less than ten (10) business days' prior to the effective date of any Ground Lease Amendment, and no Ground Lease Amendment shall materially adversely affect Tenant's rights under this Lease without Tenant's prior written consent, which Tenant shall provide or withhold in writing no later than ten (10) business days following delivery or deemed delivery of the foregoing notice of the Ground Lease Amendment; provided further that Tenant's failure to consent or withhold consent to any Ground Lease Amendment in writing within said ten-business-day period shall be conclusively deemed to constitute Tenant's consent thereto. In the event of any termination of the Ground Lease or any replacement lease, Tenant shall, at the AOC's election, attorn to the AOC. Landlord, as sublessor, agrees to maintain the Ground Lease during the entire Term of this Lease, subject, however, to any earlier termination of the Ground Lease without the fault of Landlord, as ground lessee, to comply with all of Landlord's obligations under the Ground Lease and to provide to Tenant true and correct fully-executed copies of all amendments, extensions, modifications and supplements to the Ground Lease following the execution date of the Ground Lease. Landlord represents to Tenant that the Ground Lease is in full force and effect and that to the best knowledge of Landlord, no material default exists on the part of either party to the Ground Lease.

34. NO DISCRIMINATION.

(a) Tenant herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of section 12955 of the California Government Code, as those bases are defined in sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of section 12955 and section 12955.2 of the California Government Code in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

(b) Notwithstanding paragraph (a) above, with respect to familial status, paragraph (a) above shall not be construed to apply to housing for older persons, as defined in section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (a) above shall be construed to affect sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of section 51 and section 1360 of the California Civil Code and subdivisions (n), (o), and (p) of section 12955 of the California Government Code shall apply to paragraph (a) above.

SIGNATURES APPEAR ON FOLLOWING PAGE.

IN WITNESS WHEREOF this Lease has been executed the day and year first above set forth.

LANDLORD:

LONG BEACH JUDICIAL PARTNERS LLC,
a California limited liability company

By: _____

Name: _____

Its: _____

TENANT:

COUNTY OF LOS ANGELES
a body politic and corporate

By: _____

Zev Yaroslavsky
Chairman, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer-Clerk
of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

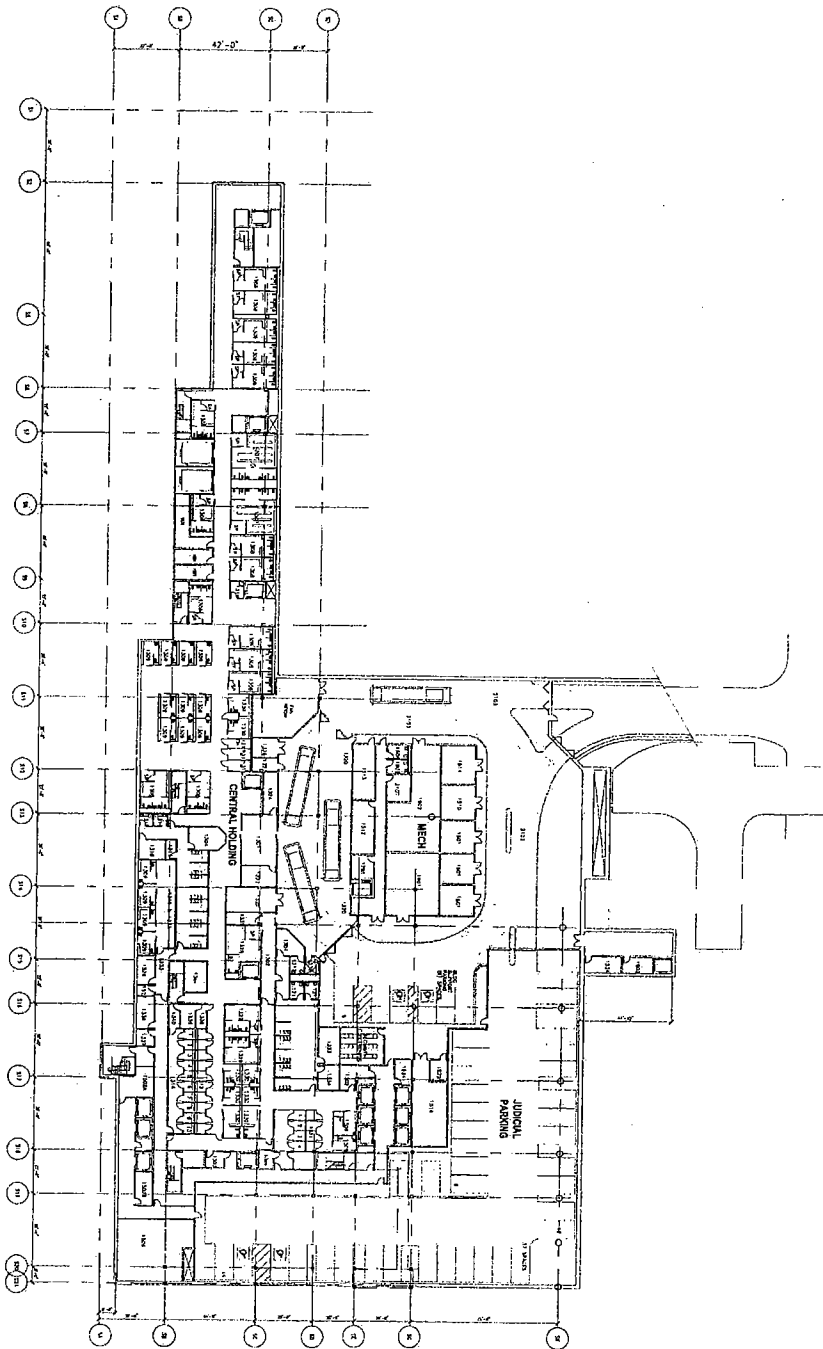
JOHN F. KRATTLI
Acting County Counsel

By: _____
Amy M. Caves,
Senior Deputy

EXHIBIT A-1

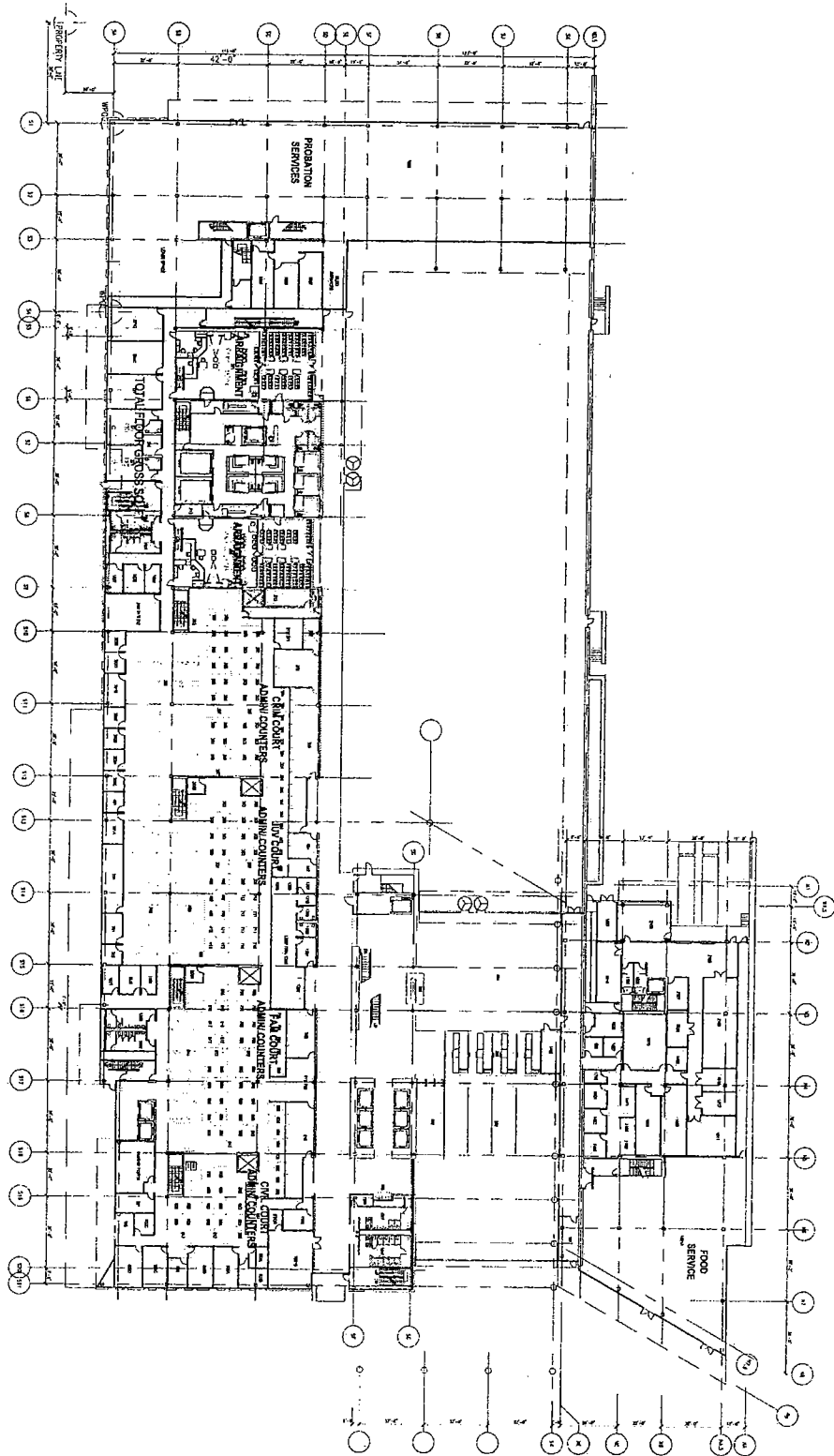
FLOOR PLAN OF PREMISES

COUNTY USABLE AREA PLAN - BASEMENT LEVEL
 NEW LONG BEACH COURT BUILDING
 LONG BEACH, CALIFORNIA 90801



CALIFORNIA JUDICIAL PARTNERS LLC

COUNTY USEABLE AREA PLAN - LEVEL 1
 NEW LONG BEACH COURT BUILDING
 LONG BEACH COURTHOUSE 07/12/20

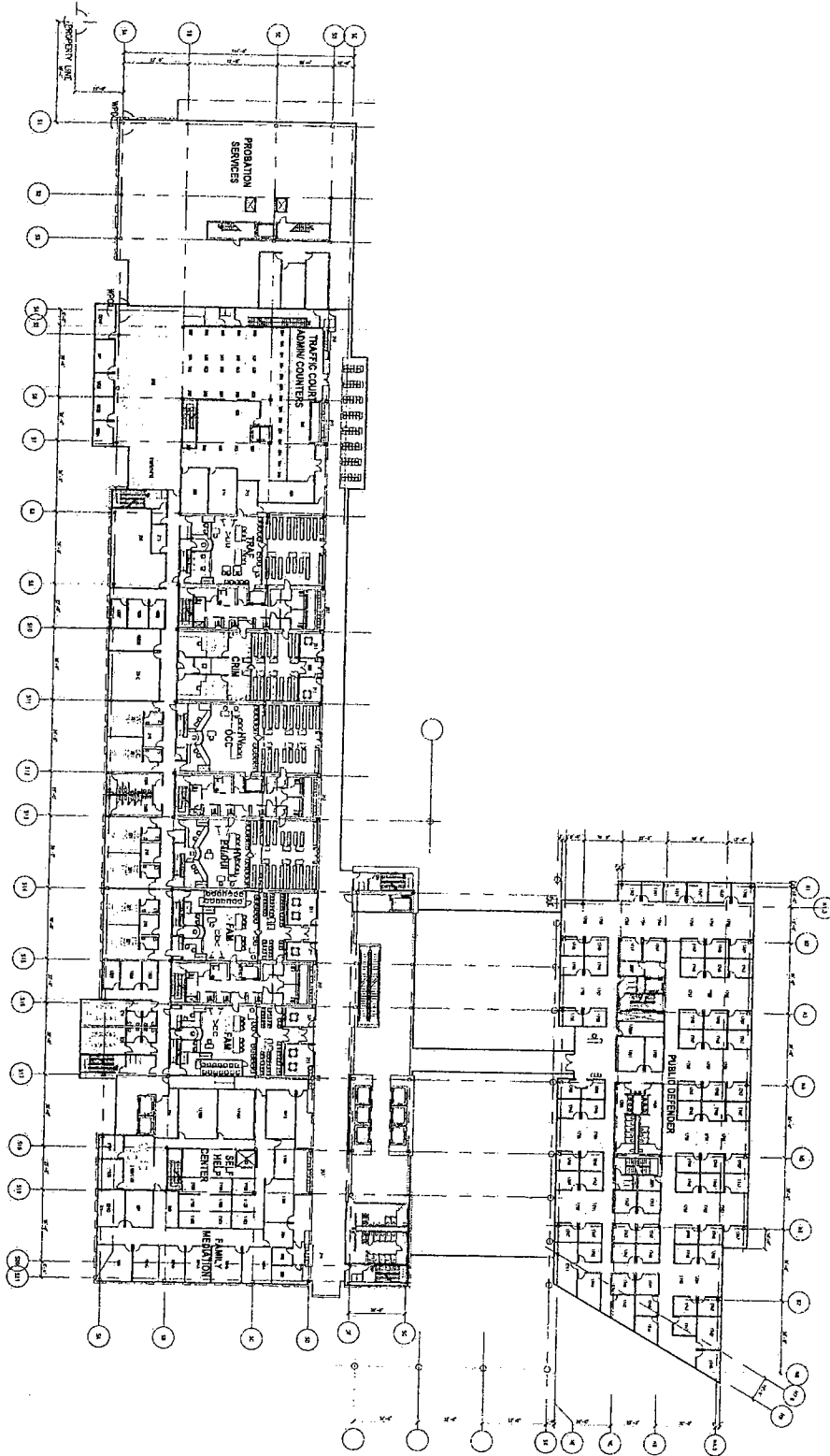


CALIFORNIA JUDICIAL PARTNERS LLC

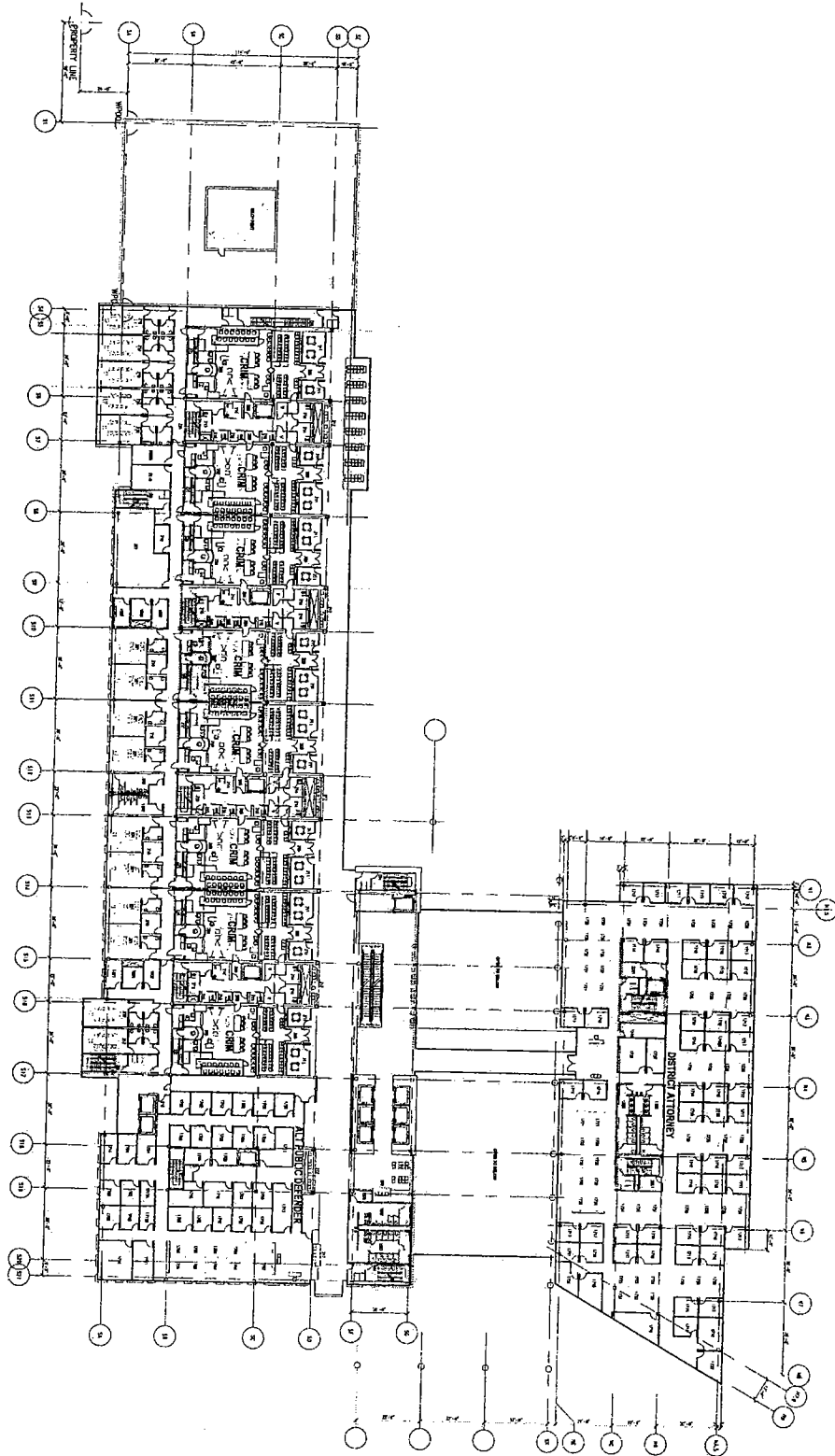
COUNTY USABLE AREA PLAN - LEVEL 2
 NEW LONG BEACH COURT BUILDING
 LONG BEACH, CALIFORNIA 90801

SCALE: 1/8" = 1'-0"

CALIFORNIA JUDICIAL PARTNERS LLC

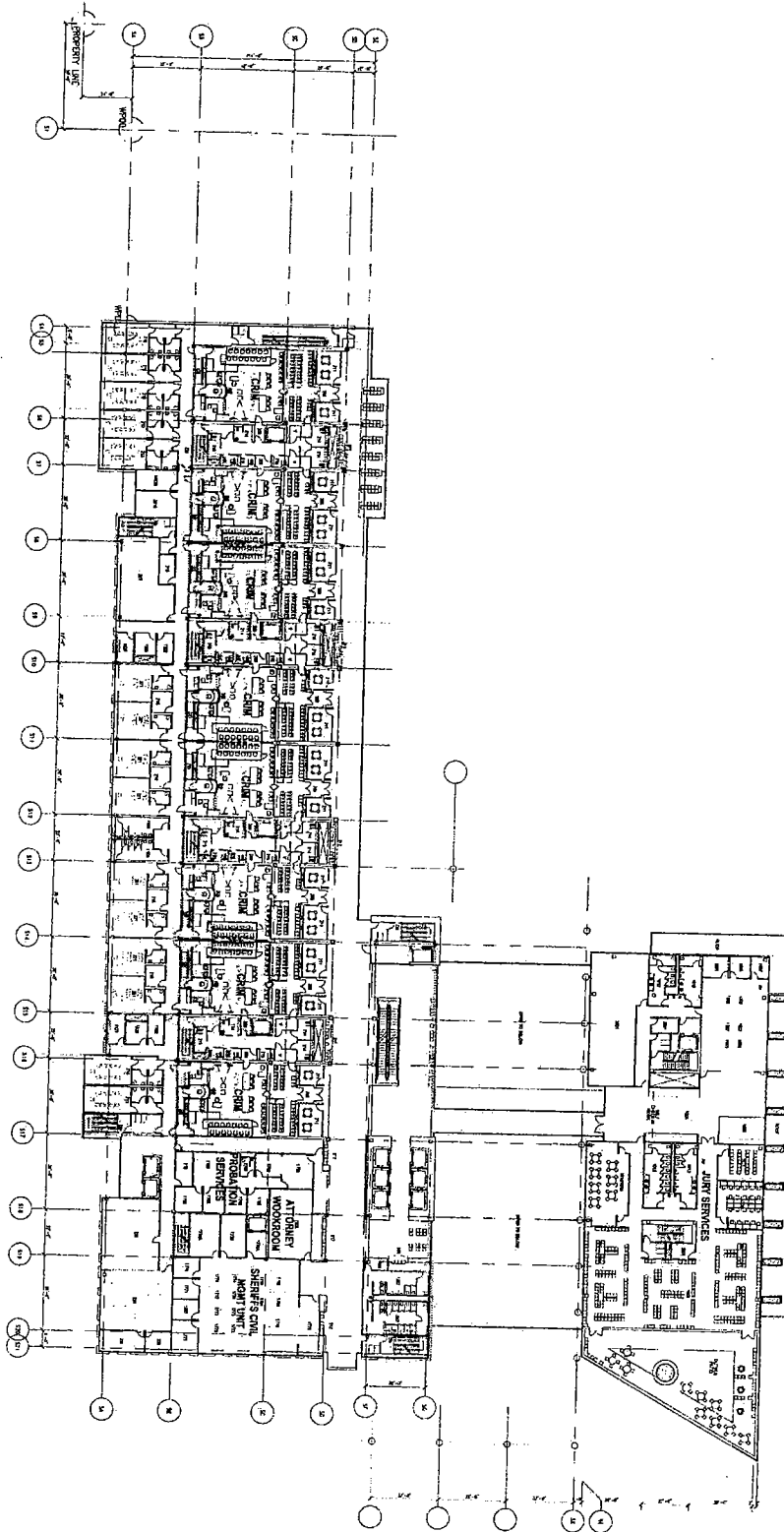


COUNTY USABLE AREA PLAN - LEVEL 3
 NEW LONG BEACH COURT BUILDING
 LONG BEACH, CALIFORNIA 90801-2700



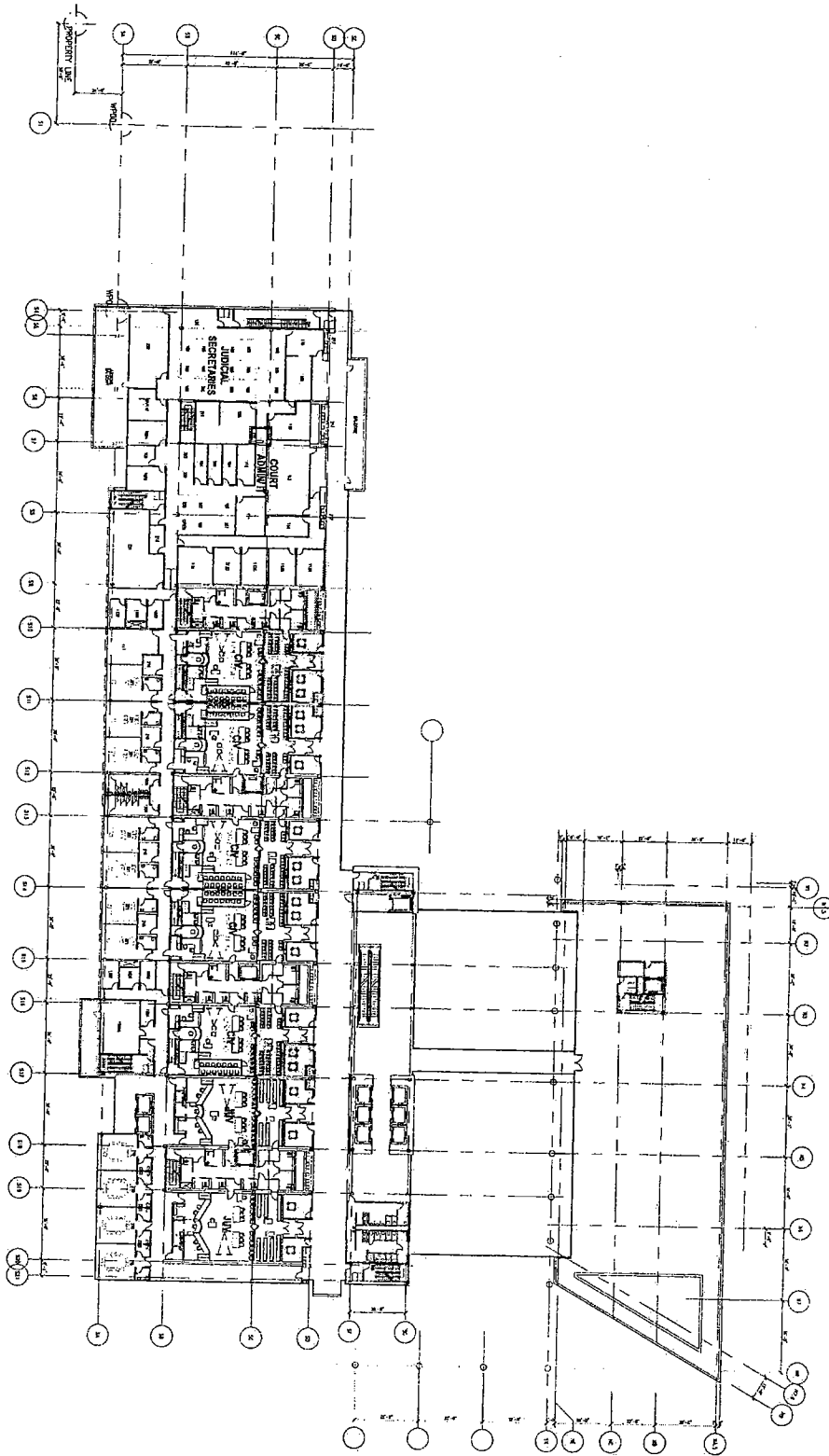
CALIFORNIA JUDICIAL PARTNERS LLC

COUNTY USABLE AREA PLAN - LEVEL 4
 NEW LONG BEACH COURT BUILDING
 LONG BEACH, CALIFORNIA 90801



CALIFORNIA JUDICIAL PARTNERS, LLC

COUNTY USEABLE AREA PLAN - LEVEL 5
 NEW LONG BEACH COUNTY BUILDING
 LONG BEACH, CALIFORNIA 90801



CALIFORNIA JUDICIAL PARTNERS, LLC

COUNTY USEABLE AREA PLAN - LEVEL 6
 NEW LONG BEACH COURT BUILDING
 LONG BEACH, CALIFORNIA 90802

CALIFORNIA JUDICIAL PARTNERS LLC

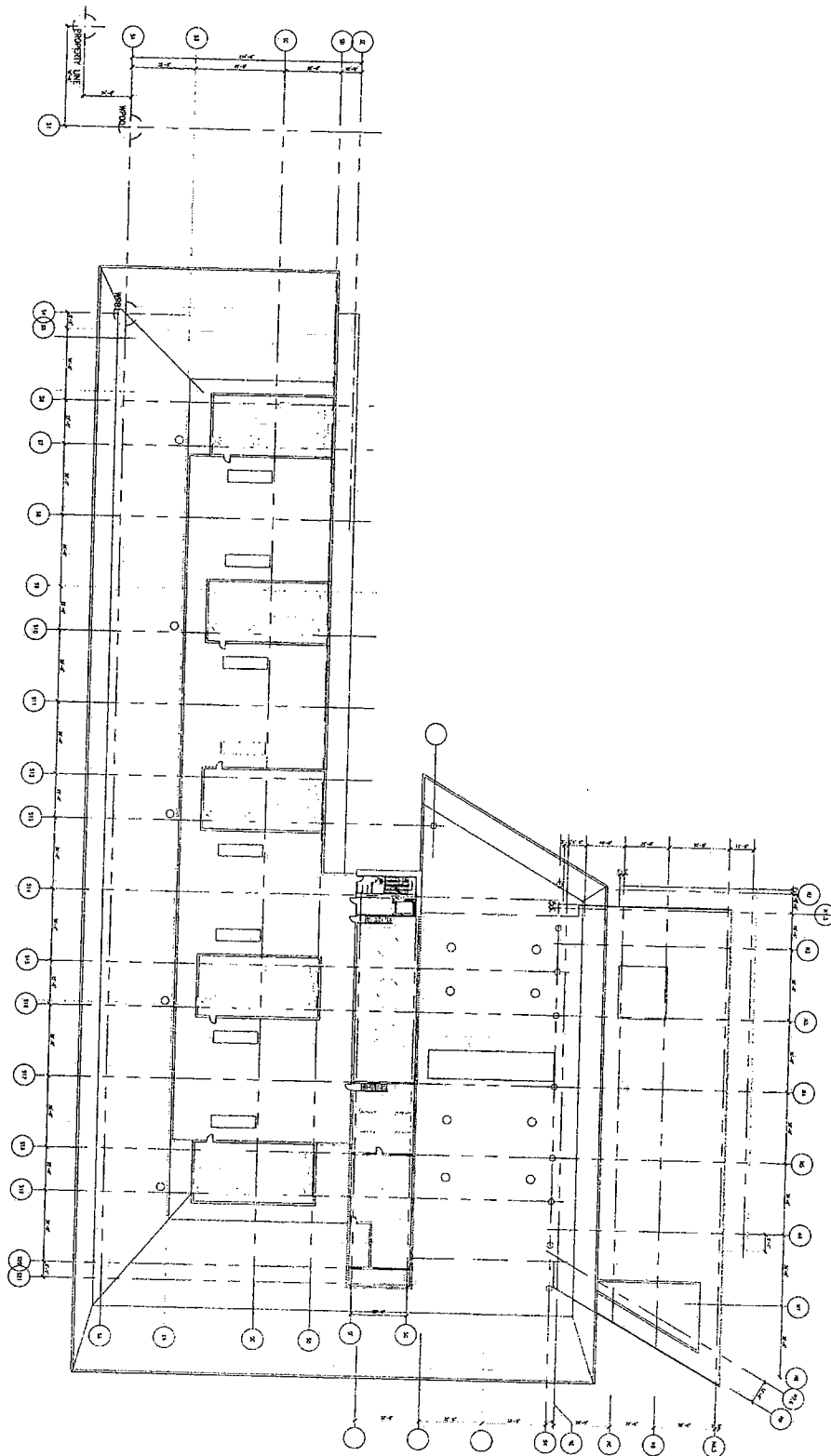
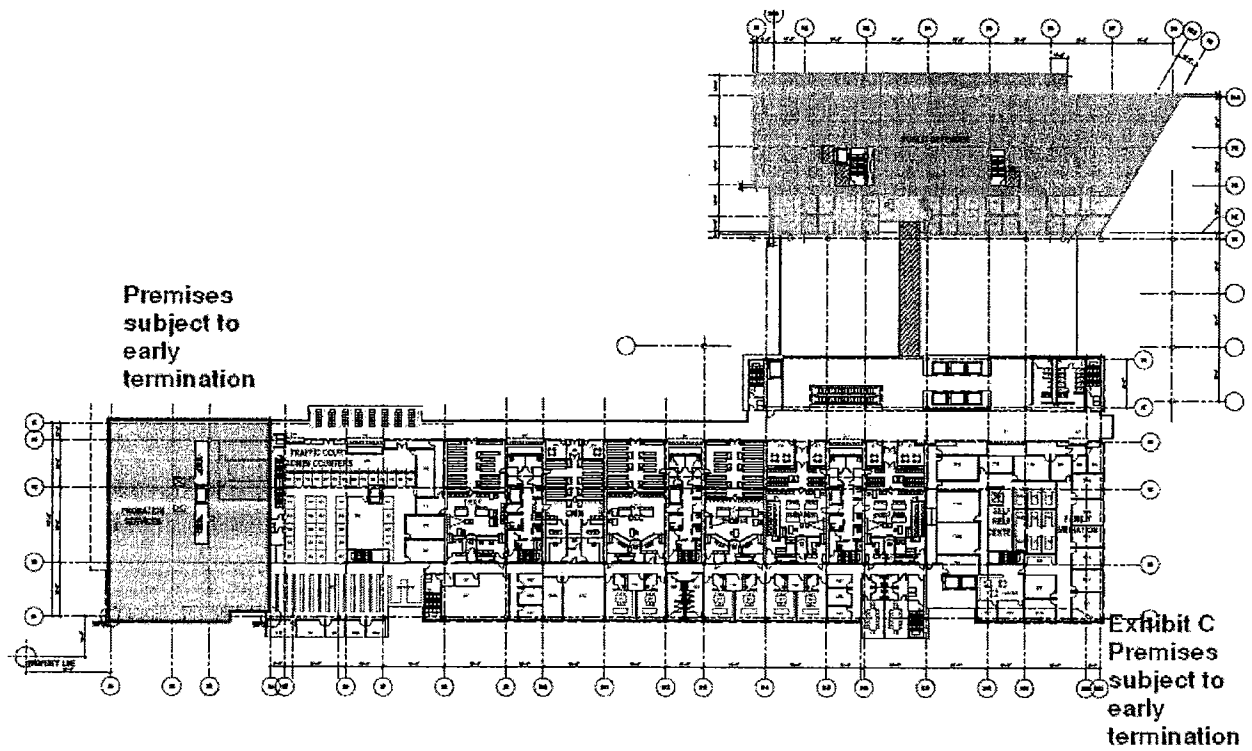


EXHIBIT A-2

PREMISES SUBJECT TO EARLY TERMINATION



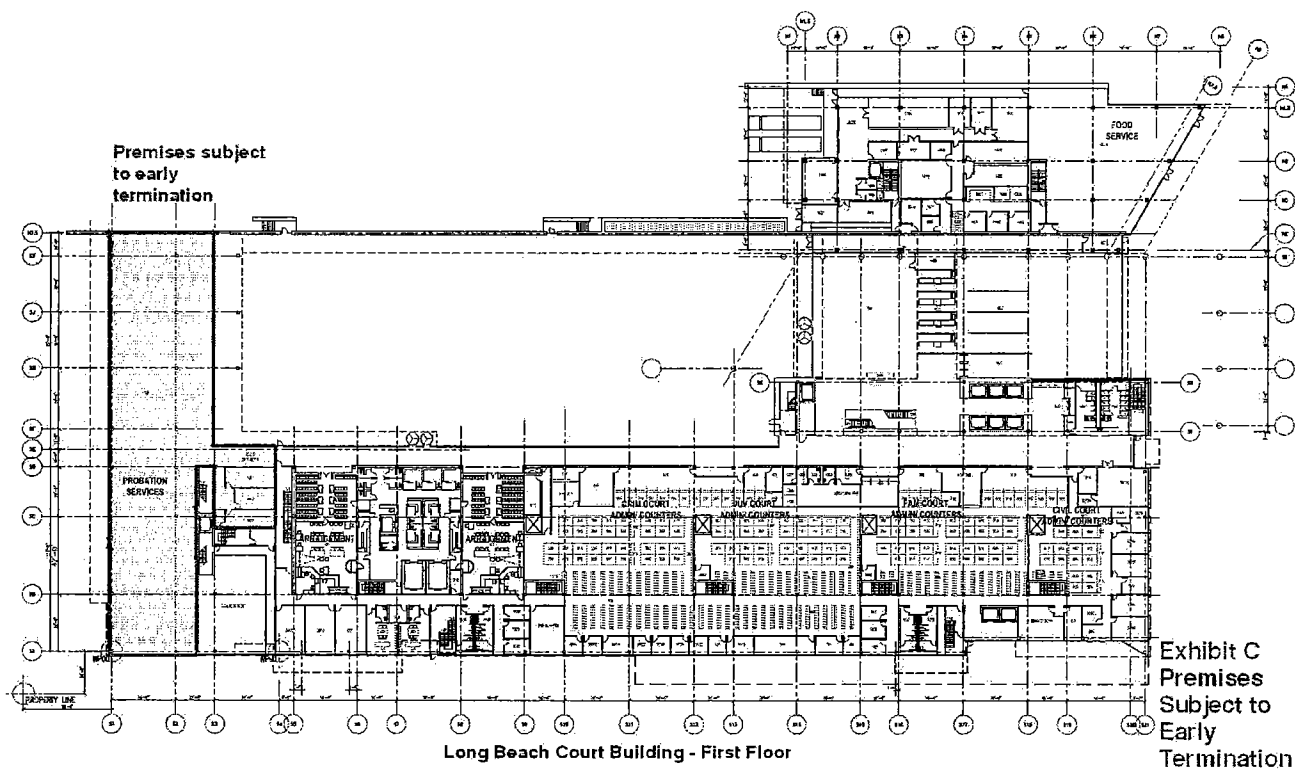
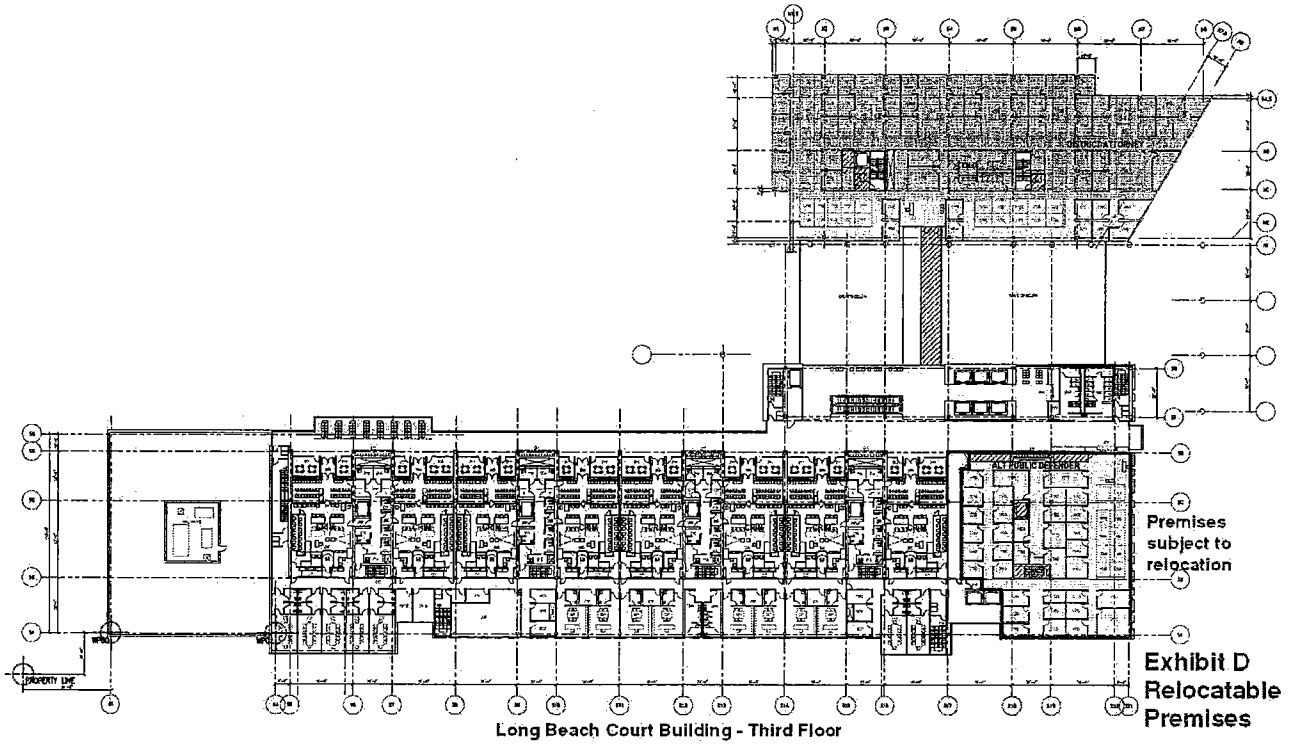


EXHIBIT A-3
RELOCATABLE PREMISES



RELOCATION PREMISES



AOC EXPANSION SPACE – LEVEL 1

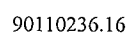


EXHIBIT A-6

AOC EXPANSION SPACE – LEVEL 2

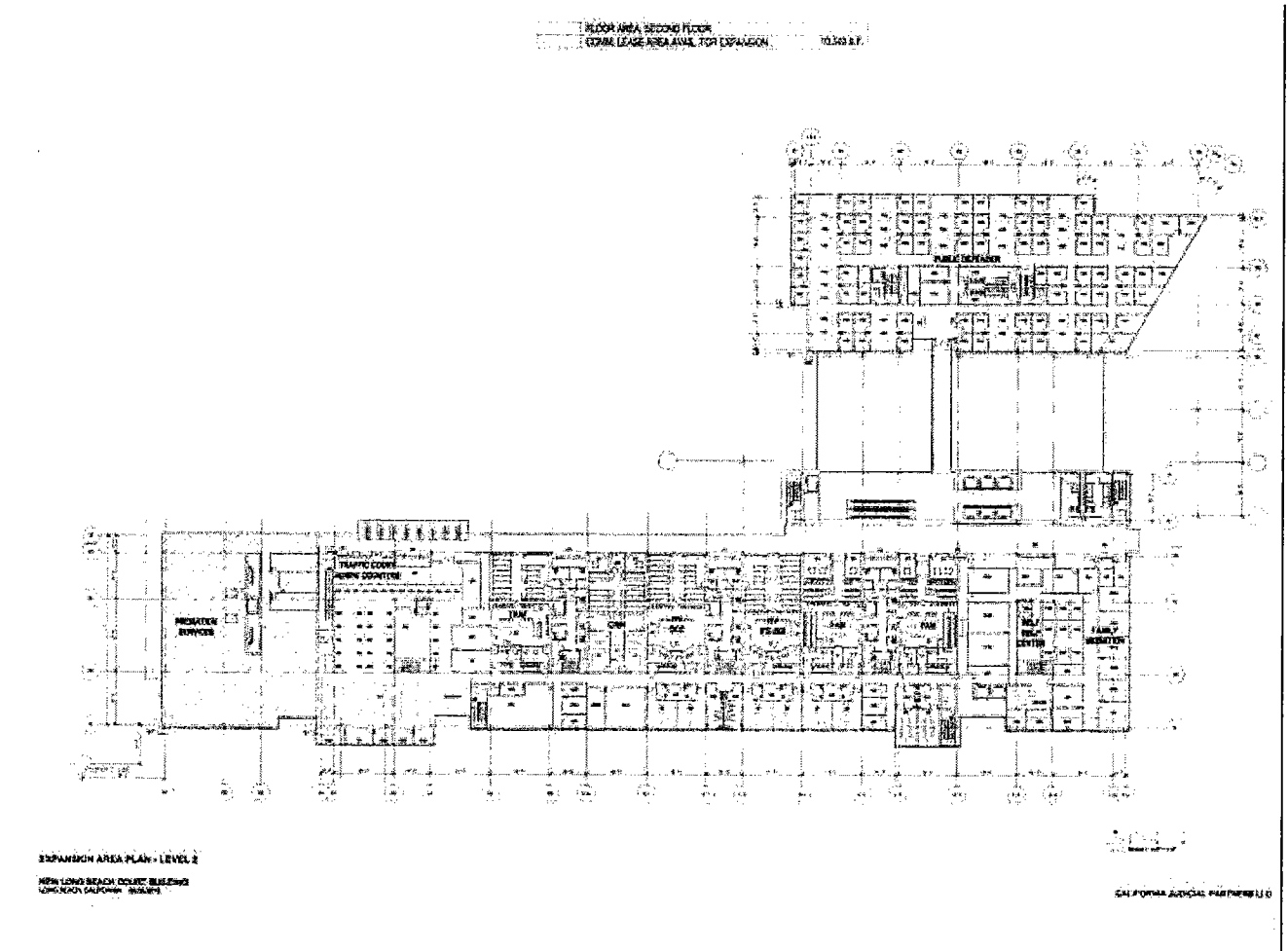


EXHIBIT A-7

AOC EXPANSION SPACE – LEVEL 3

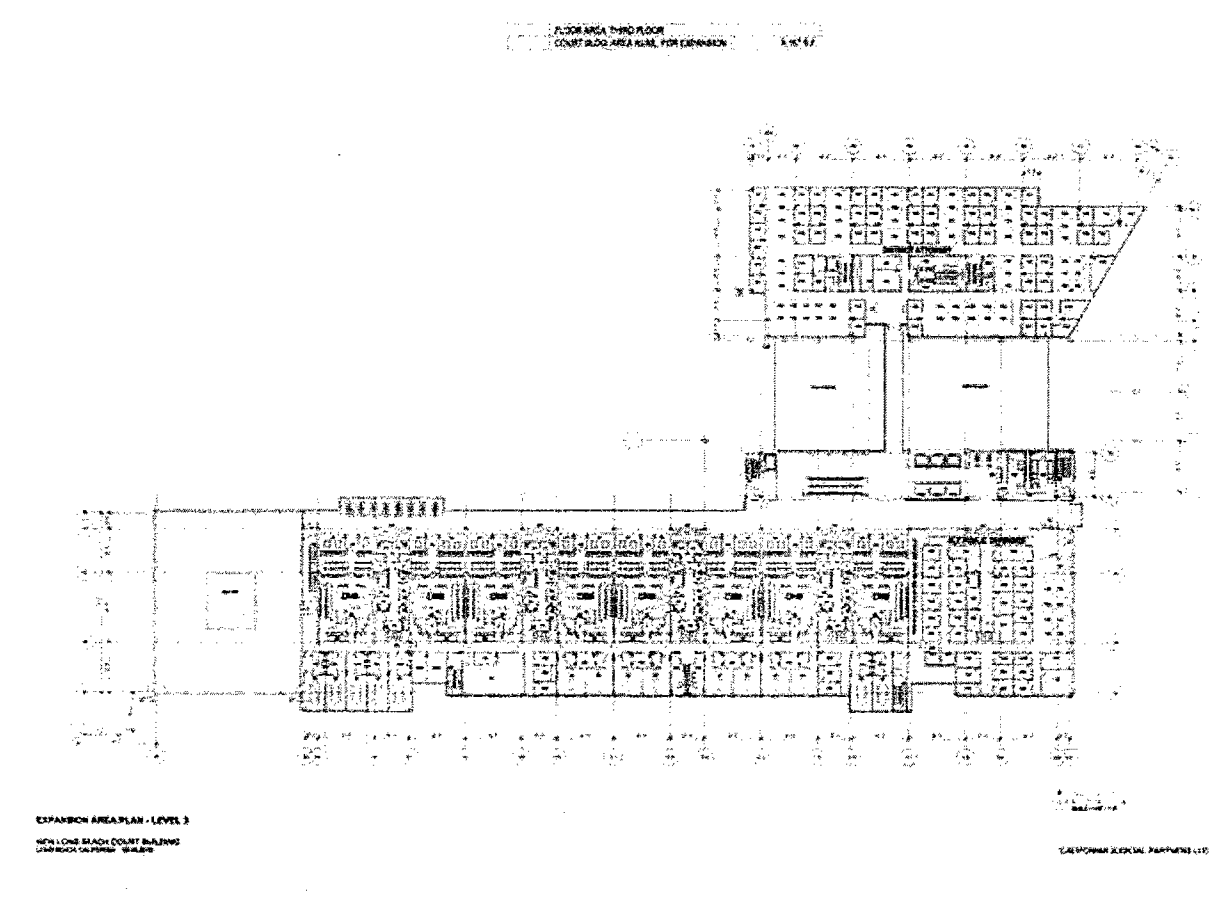


EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

ALL that certain piece or parcel of land located or situate in the State of California, County of Los Angeles, City of Long Beach and more particularly described as follows:

PARCEL 1: (BLOCK 122) APN 7278-019-912 THRU 919, 935 THRU 938, 903, 920, 922, 923, 928, 930 THRU 932, 940 THRU 945, 933, 934 AND 939

LOTS 1 TO 28 INCLUSIVE, IN BLOCK 122 OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGE 91 ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM A PORTION OF LOTS 1 AND 3 EXCEPT THEREFROM ALL OIL, PETROLEUM, GAS, BREA, ASPHALTUM AND ALL KINDRED SUBSTANCES AND OTHER MINERALS UNDER AND IN SAID LAND BELOW A DEPTH OF 200 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY.

ALSO EXCEPT FROM A PORTION OF LOTS 2, 4 AND 6 EXCEPTING THEREFROM ALL PETROLEUM, OIL, NATURAL GAS AND PRODUCTS DERIVED THEREFROM WITHIN OR UNDERLYING SAID LAND, AS RESERVED BY SOUTHERN PACIFIC COMPANY, A CORPORATION, IN DEED RECORDED NOVEMBER 26, 1946 IN BOOK 24001 PAGE 132, OFFICIAL RECORDS.

ALSO EXCEPT FROM A PORTION OF LOT 6 EXCEPT ALL OIL, GAS, MINERALS, PETROLEUM AND OTHER HYDROCARBON IN AND UNDER SAID LAND AND WITHOUT SURFACE RIGHTS AS RESERVED IN THE DEED TO ROLAND S. FADDEN, RECORDED APRIL 21, 1959 AS INSTRUMENT NO. 1327 IN BOOK D-439 PAGE 779, OFFICIAL RECORDS.

ALSO EXCEPT FROM A PORTION OF LOTS 8, 10 AND 12 EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY AS RESERVED BY FLORENCE B. CARTER, A MARRIED WOMAN, FORMERLY FORENCE B. COOPER, A SINGLE WOMAN IN DEED RECORDED MAY 25, 1965.

ALSO EXCEPT FROM A PORTION OF LOTS 13 AND 15 EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT TO SURFACE ENTRY THEREON, TOGETHER WITH ALL RENTS, ISSUES AND PROFITS THEREFROM, AS RESERVED IN THE DEED RECORDED NOVEMBER 23, 2004 AS INSTRUMENT NO. 04-3039695, OFFICIAL RECORDS.

ALSO EXCEPT FROM LOT 21, ALL MINERAL RIGHTS LYING 200 FEET BELOW THE SURFACE OF SAID LAND WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED BY BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION AS TRUSTEE UNDER THE WILL OF ALMA ROSE DECKER, ALSO KNOWN AS ALMA R. DECKER, ALSO KNOWN AS ALMA DECKER, DECEASED.

ALSO EXCEPT FROM LOT 22 EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID LAND BELOW A DEPTH OF 200 FEET

BELOW THE SURFACE THEREOF, BUT WITH NO RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND, OR THE TOP 200 FEET OF THE SUBSURFACE THEREOF, WHICH ARE HEREBY RESERVED BY BERNICE L. AHRENS, A WIDOW, IN DEED RECORDED AUGUST 5, 1975 AS INSTRUMENT NO. 34.

ALSO EXCEPT FROM A PORTION OF LOTS 23 TO 28 EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT TO ENTER UPON ANY PORTION OF THE SURFACE ABOVE A DEPTH OF 500 FEET FOR ANY PURPOSE WHATSOEVER, AS CONTAINED IN THE DEED RECORDED JUNE 14, 1979 AS INSTRUMENT NO. 79-645327, OFFICIAL RECORDS.

ALSO EXCEPT FROM A PORTION OF LOTS 24 TO 28 EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW THE DEPTH OF 500 FEET WITH NO RIGHT OF ENTRY UPON THE SURFACE THEREOF, TOGETHER WITH ALL RENTS, ISSUES AND PROFITS THEREFROM AS RESERVED IN DEED RECORDED FEBRUARY 2, 2006 AS INSTRUMENT NO. 06-251008, OFFICIAL RECORDS.

PARCEL 2: (BLOCK 121)

PARCEL 2A: APN: 7278-019-906

THE WEST 37.5 FEET OF LOTS 1, 3 AND 5 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN, UNDER AND/OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND, BUT WITHOUT ANY USE OF OR RIGHTS IN OR TO ANY PORTION OF THE SURFACE THEREOF, TO A DEPTH OF 500 FEET, AS RESERVED IN DEED RECORDED OCTOBER 20, 1972 AS INSTRUMENT NO. 754 OF OFFICIAL RECORDS.

PARCEL 2B: APN: 7278-019-908

LOT 7 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EASTERLY 100 FEET OF SAID LAND.

PARCEL 2C: APN: 7278-019-907

THE EAST ONE HUNDRED (100) FEET OF LOTS FIVE (5) AND SEVEN (7) IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2D: APN: 7278-019-909, 910 & 911

LOTS 9, 11, 13 AND 15 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM LOTS 11, 13 AND 15 ALL MINERALS, GAS, OILS, PETROLEUM, NAPHTA AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDER SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED BY CARROLL C. AKIN IN DEED RECORDED DECEMBER 6, 1956 IN BOOK 53048 PAGE 142 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING 500 FEET BELOW THE SURFACE OF THE LAND, BUT WITHOUT THE RIGHT TO USE SURFACE OF THE LAND TO REMOVE, DRILL OR PROSPECT FOR SAME, AS RESERVED BY ANDREW G. SIOURIS AND FAITH M. SIOURIS, HIS WIFE, IN DEED RECORDED SEPTEMBER 18, 1981 AS INSTRUMENT NO. 81-929881 OF OFFICIAL RECORDS.

PARCEL 2E: APN: 7278-019-904

THE EAST 100 FEET OF LOTS 1 AND 3 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2F: APN: 7278-019-905

THE EAST 37.5 FEET OF THE WEST 75 FEET OF LOTS 1, 3 AND 5 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2G: APN: 7278-019-926

LOTS 6 AND 8 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2H: APN: 7278-019-900, 901 and 902

LOTS 10, 12, 14 AND 16 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING AND RESERVING ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF ALL OIL, GAS,

HYDROCARBON SUBSTANCES OR MINERALS FROM SAID LAND OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE FOR ANY PURPOSES WHATSOEVER.

PARCEL 2I: APN: 7278-019-947

LOTS 17 AND 18 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTHERLY 117 FEET OF SAID LOTS.

PARCEL 2J: APN: 7278-019-948

THE NORTHERLY 35 FEET OF THE SOUTHERLY 117 FEET OF LOTS 17 AND 18 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, NAPHTA AND OTHER HYDROCARBON SUBSTANCES LOCATED ON SAID LAND BELOW THE DEPTH OF 100 FEET FROM THE SURFACE THEREOF, BUT WITHOUT THE RIGHT OF ENTRY THERETO AS RESERVED IN THE DEED FROM GLADYS GERTRUDE TAYLOR, WHO ACQUIRED TITLE AS GLADYS G. ROBERTS, RECORDED OCTOBER 3, 1952 AS INSTRUMENT NO. 170 IN BOOK 39991 PAGE 186 OF OFFICIAL RECORDS.

PARCEL 2K: APN: 7278-019-921

THE SOUTHERLY 82 FEET OF LOTS 17 AND 18 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2L: APN: 7278-019-929

LOTS 19 AND 20 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, OR UNDER THAT PORTION OF SAID LAND BELOW A DEPTH OF 200 FEET FROM THE SURFACE THEREOF, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED BY LEO SOOVAJIAN AND VIRGINIA G. SOOVAJIAN, IN DEED RECORDED MARCH 20, 1963 AS INSTRUMENT NO. 1501 OF OFFICIAL RECORDS.

PARCEL 2M: PORTION OF APN: 7278-019-924

THE EAST 18 FEET OF LOTS 2 AND 4 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2N: REMAINDER OF APN: 7278-019-924

THE WEST 39 FEET OF THE EAST 57 FEET OF LOTS 2 AND 4 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2P: APN: 7278-019-927

THE WESTERLY 43 FEET OF THE EASTERLY 100 FEET OF LOTS 2 AND 4 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2Q: APN: 7278-019-925

LOTS 2 AND 4 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE EAST 100 FEET OF SAID LOTS 2 AND 4.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING IN OR UNDER SAID LAND, AS RESERVED BY WILMA JANE ESTABROOK, IN DEED RECORDED FEBRUARY 10, 1949 IN BOOK 29015 PAGE 279 OF OFFICIAL RECORDS, BUT WITHOUT THE RIGHT OF SURFACE ACCESS AT OR ABOVE 200 FEET. THE RIGHT TO SURFACE ACCESS TO A DEPTH OF 200 FEET CONDEMNED BY FINAL ORDER RECORDED JUNE 30, 2010 AS INSTRUMENT NO. 2010-897742 OF OFFICIAL RECORDS.

PARCEL 2R: APN: 7278-019-946

LOTS 21 AND 22 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2S: APN: 7278-019-950

THE NORTH 80 FEET OF LOTS 23 TO 29 INCLUSIVE IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2T: APN: 7278-019-951

THE EAST 15 FEET OF THE SOUTH 70 FEET OF LOT 24 AND THE SOUTH 70 FEET OF LOTS 25, 26, 27, 28 AND 29 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2U: APN: 7278-019-949

THE SOUTH 70 FEET OF LOT 23 AND THE WEST 10 FEET OF THE SOUTH 70 FEET OF LOT 24 IN BLOCK 121 OF TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

THAT PORTION OF DAISY AVENUE BORDERED ON THE NORTH BY THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 1 BLOCK 122 TOWNSITE OF LONG BEACH AND ON THE SOUTH BY THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 28 BLOCK 122 TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGE 91 ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNT RECORDER OF SAID COUNTY.

PARCEL 4:

THE ALLEYS WITHIN BLOCK 121 OF TOWN SITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19, PAGES 91 TO 96 INCLUSIVE OF MISCELLANEOUS RECORDS OF SAID COUNTY, BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID BLOCK, ON THE EAST BY THE EAST LINE OF SAID BLOCK, ON THE SOUTH BY THE SOUTH LINE OF SAID BLOCK AND ON THE WEST BY THE WEST LINE OF SAID BLOCK.

PARCEL 5:

THE ALLEYS WITHIN BLOCK 122 OF TOWN SITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19, PAGES 91 TO 96 INCLUSIVE OF MISCELLANEOUS RECORDS OF SAID COUNTY, BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID BLOCK, ON THE EAST BY THE EAST LINE OF SAID BLOCK, ON THE SOUTH BY THE SOUTH LINE OF SAID BLOCK AND ON THE WEST BY THE WEST LINE OF SAID BLOCK.

EXHIBIT C

**COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LEASE TERMS**

Reference is made to that certain lease ("Lease") dated _____, 20__ , between County of Los Angeles, a body politic and corporate ("Tenant"), and Long Beach Judicial Partners, LLC, a California limited liability company ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at _____ ("Premises"),

Landlord and Tenant hereby acknowledge as follows:

- (1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");
- (2) Tenant has accepted possession of the Premises and now occupies the same;
- (3) The Lease commenced on _____ ("Commencement Date");
- (4) The Premises contain _____ rentable square feet of space; and
- (5) Basic Rent Per Month is _____.

IN WITNESS WHEREOF, this Memorandum is executed this _____ day of _____, 20__ .

"Tenant"

"Landlord"

COUNTY OF LOS ANGELES,
a body politic and corporate

LONG BEACH JUDICIAL PARTNERS,
LLC, a California limited liability company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT D

COMMON AREA RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following rules and regulations (the "Rules and Regulations"). Landlord shall not be responsible to Tenant for the nonperformance of any of the Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Building.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent, which shall not be unreasonably withheld; provided, however, that Tenant agrees that it shall be reasonable for Landlord to withhold its consent if the same is based on security concerns of the AOC. Landlord shall bear the cost of any changes or repairs to original locks (i.e., locks originally installed as of the Commencement Date and not subsequently replaced or changed out by Tenant) requested by Tenant after the Commencement Date. Landlord and Tenant shall agree upon the number of keys to be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord. Landlord shall provide Tenant security cards at initial move-in, and Tenant shall be responsible for maintaining an accurate listing of employees and contractors to be issued any security card. Tenant shall immediately notify Landlord and AOC security *[still need]* of the name and other pertinent information for any individual who must be or has been denied access to the Building or the Premises and with respect to the de-activation of any card.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises, unless electrical hold backs have been installed.

3. Tenant acknowledges and agrees that:

(a) The Building is a secure facility as operated by the AOC and the Superior Court and that security regulations, procedures and policies will be determined by the AOC, the Superior Court of the County of Los Angeles (the "Superior Court") and the Los Angeles County Sheriff's Department (the "Sheriff's Department"), which may be amended from time to time as required by the AOC, the Superior Court and the Sheriff's Department for the secure operation of its courthouses and detention facilities;

(b) Landlord is obligated to uphold the security policies of the AOC, including without limitation its policies with respect to door and other access, card and identification management and special situations;

(c) Certain designated areas of the Building may be off-limits to persons without proper credentials or escorts;

(d) Special high-security trials or prisoners may be within or about the Building from time to time and that special procedures may be enacted as required, including certain emergency procedures with which Tenant must comply;

(e) Tenant and its employees, agents and invitees shall only use designated entrances to the Building and acknowledges that certain Building entrances are for the reserved use of prisoners and/or special judicial staff; and

(f) In light of the foregoing, Tenant shall comply with security policies and procedures as required by the AOC, the Superior Court and the Sheriff's Department.

4. Special events may be held from time to time utilizing the Building for non-regular operations, meetings, award ceremonies etc and that during these situations, notice will be given to Tenant in sufficient time of any special considerations as to access, security and policy.

5. In addition to the foregoing, Landlord reserves the right to close and keep locked all entrance and exit doors of the Building after Normal Working Hours. Tenant and its employees, agents and invitees must ensure that the doors to the Premises are securely closed and locked when leaving the Premises. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after Normal Working Hours, may be required to sign the Building register when so doing. Access to the Building may be refused unless the person seeking access has proper identification or has a previously arranged pass for access to the Building. Landlord and its employees and agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of same by any means it deems appropriate for the safety and protection of life and property.

6. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight of same. Landlord will not be responsible for loss of or damage to any such safe or property in any case. All damage done to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility of Tenant and any expense of said damage or injury shall be borne by Tenant.

7. No furniture, freight or equipment will be brought into or removed from the Building or carried up or down in the elevators, except upon prior notice to Landlord, and in such manner, in such specific elevator, and between such hours as shall be designated by Landlord. Tenant shall provide Landlord with not less than one business day's prior notice of the need to utilize an elevator for any such purpose, so as to provide Landlord with a reasonable period to schedule such use and to install such padding or take such other actions or prescribe such procedures as are appropriate to protect against damage to the elevators or other parts of the Building.

8. With respect to deliveries of supplies or materials to the Premises in the normal course of business (a) Tenant shall receive, ship, take delivery of, and allow and require suppliers and others to deliver or take delivery of, merchandise, supplies, fixtures, equipment, furnishings and materials only through the appropriate service and delivery facilities designated by the

Landlord at such time(s) as the Landlord may reasonably specify and in accordance with the reasonable directives and further rules and regulations of Landlord; (b) Tenant shall inform suppliers of such times and rules and regulations respecting delivery so as to accommodate the ease of delivery to and from the Premises and the Building; and (c) Tenant shall remove all such merchandise and other delivered items from the loading area or other Common Areas immediately upon such delivery or shall pay such costs as may be determined by Landlord for any hourly, daily or weekly temporary storage permitted by Landlord.

9. Landlord shall have the right to control and operate the public portions of the Building, the public facilities, the heating and air conditioning, and any other facilities furnished for the common use of tenants of the Building.

10. The requirements of Tenant will be attended to only upon application at the office of the Building or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.

11. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate with Landlord or Landlord's agents to prevent same.

12. The toilet rooms, urinals, wash bowls and other apparatus located in or serving the Premises shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or agents, shall have caused it.

13. Except in those high-density file areas approved in writing by Landlord, Tenant shall not overload any floor or any area of any floor of the Premises in excess of 100 pounds per square foot, and except for decorative work such as the hanging of diplomas, artwork, white boards, chalk boards and bulletin boards, shall not mark, drive nails or screws, or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof without Landlord's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing and subject to the terms of the Lease to which these Rules and Regulations are attached, Tenant shall not hang or suspend from any wall or any other part of the Premises or the Building any equipment, fixture, sign or display without Landlord's prior written consent, which with respect only to the Premises shall not be unreasonably withheld. With respect to signage outside the Premises, the parties agree that Landlord's consent shall be subject to the Building's standard signage program, for which the County's input shall be solicited. Tenant shall repair at its sole cost and expense any and all damage to the Premises caused by any such marking, drilling, hanging or suspension of objects to or on the floors, walls or ceilings of the Premises or the Building.

14. Except for vending machines intended for the sole use of Tenant's employees and invitees, no machine(s) of any description other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.

15. Tenant shall not use or keep in or on the Premises or the Building any kerosene, gasoline or other inflammable or combustible fluid or material.

16. Tenant shall not use any method of heating or air conditioning other than that which may be supplied by Landlord, without the prior written consent of Landlord.

17. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors, or vibrations, or interfere in any way with other Tenants or those having business therein.

18. Tenant shall not bring into or keep within the Building or the Premises any animals, birds, bicycles or other vehicles, except for bicycles kept in designated bicycle parking areas. Notwithstanding the foregoing, Tenant and its employees, visitors and invitees may bring into the Building a seeing-eye or other guide dog or any motorized device, such as a wheelchair, necessary to provide services or aid to a person with disabilities as recognized by state or federal law, including without limitation the Americans with Disabilities Act.

19. No cooking shall be done or permitted by any tenant on the Premises, nor shall the Premises be used for the storage of merchandise, for lodging or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations, and does not cause odors which are objectionable to Landlord and any other tenants.

20. Landlord will approve where and how telephone and telegraph wires are to be introduced to the Premises. No boring or cutting for wires shall be allowed without the consent of Landlord. The location of telephone, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

21. Landlord and the AOC's security service reserve the right to exclude or expel from the Building any person who, in the judgment of Landlord or the AOC's security service, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

22. Tenant, its employees and agents shall not loiter in the entrances or corridors, nor in any way obstruct the sidewalks, lobby, halls, stairways or elevators, and shall use the same only as a means of ingress and egress for the Premises.

23. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls. Such cooperation includes the closing of exterior blinds when and as appropriate, disallowing the sun's rays to shine directly into areas adjacent to exterior windows.

24. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the city in which the Building is located without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall designate. It is the intent of Landlord to implement a recycling program within the Building and to Tenant shall cooperate with Landlord in establishing policy and procedures to recycle waste materials within the program that is implemented.

25. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any applicable governmental agency.

26. Tenant shall use its best efforts to protect the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed when the Premises are not occupied.

27. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Building.

28. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Landlord.

29. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.

30. The washing and/or detailing of or, the installation of windshields, radios, telephones in or general work on, automobiles shall not be allowed in the parking facility located at 101 Magnolia Avenue.

31. Food vendors shall be allowed in the Building upon receipt of a written request from Tenant. The food vendor shall service only the tenants that have a written request on file in the Building management office. Under no circumstance shall the food vendor display their products in a public or common area including corridors and elevator lobbies. Any failure to comply with this rule shall result in immediate permanent withdrawal of the vendor from the Building.

32. Tenant shall comply with requests by Landlord concerning the informing of Tenant's agents and employees of matters deemed by Landlord to be important, such as changes to security measures.

33. Tenant shall comply with any non-smoking ordinance adopted by any applicable governmental authority.

34. Tenant and its employees, agents and invitees shall not solicit business in the Building or Common Areas and shall not distribute any handbills or other advertising matter therein.

35. Should the Premises become infested with rodents, vermin or the like, Landlord shall immediately remedy the same and shall use, at Landlord's cost, such pest extermination contractor as Landlord may direct and at such intervals as the Landlord may require as being necessary by reason of the conditions in the Premises. If such infestation is the result of housekeeping in the Premises, then Tenant shall use its best efforts to remedy any deficiencies in cleanliness that may result in such infestation.

36. Tenant shall give immediate notice to the Landlord in case of fire or accident in the Premises or of defects therein or to any fixtures or equipment thereon.

37. If requested by Landlord, Tenant shall provide Landlord with the names, contact addresses and telephone number of two (2) authorized employees or agents of Tenant who may be contacted by Landlord in the event of an emergency relative to the Premises.

38. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations with thirty (30) days' prior written notice to Tenant (except in the event of an emergency, wherein no advanced notice shall be required), or to make such other and further reasonable rules and regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises and Building, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein; provided that such change, rescission or other further rules and regulations shall not materially interfere with Tenant's Permitted Use of the Premises. Landlord shall not be liable for any nonobservance of the Rules and Regulations by another tenant or other person. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

EXHIBIT E

FORM OF ESTOPPEL CERTIFICATE

To: _____

Attn: _____

Re: Date of Certificate: _____
 Lease Dated: _____
 Current Landlord: _____
 Located at: _____
 Premises: _____
 Commencement Date of Term: _____
 Expiration Date: _____
 Current Rent: _____

County of Los Angeles ("Tenant") hereby certifies that as of the date hereof:

1. Tenant is the present owner and holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2. (a) A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

 (b) The current Rent is set forth above.

 (c) The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Except as specified in the Lease, Tenant has no option or right to renew, extend or cancel the Lease.

 (d) Except as specified in the Lease, Tenant has no option or right to lease additional space in the Premises or Building or to use any parking.

 (e) Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

 (f) Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession, except as expressly set forth in the Lease.

3. (a) The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified, changed, altered or amended and is in full

force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.

(c) The interest of Tenant in the Lease has not been assigned or encumbered. Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease except as set forth in the Lease. No rental payments have been made more than one month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full and all of Landlord's obligations with respect to tenant improvements have been fully performed.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

COUNTY OF LOS ANGELES

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

By: _____
Senior Deputy: Amy M. Caves

EXHIBIT F

HVAC STANDARDS

Landlord shall provide base building shell systems to supply cooling, ventilating and heating with capacity to produce the following results in Tenant's office spaces effective during Normal Working Hours established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 74 (+/- 2) degrees Fahrenheit when the outside air temperature is not more than 88 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 68 (+/- 2) degrees Fahrenheit when the outside air temperature is not lower than 43 degrees Fahrenheit dry bulb and assuming one and one-tenth (1.1) watts per square foot of space for lighting, three (3.0) watts per square foot for small power and receptacles (cooling load basis only) and occupancy of one person per 120 square feet . Interior space is designated at a rate of one zone for approximately each 1,500 square feet (maximum) and one diffuser for each 200 square feet of usable square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications to these requirements.

EXHIBIT G

CLEANING AND MAINTENANCE SCHEDULE

1. DAILY (Monday through Friday)

- A. Carpets vacuumed.
- B. Composition floors dust-mopped.
- C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
- D. Waste baskets, other trash receptacles emptied.
- E. Chairs and waste baskets returned to proper position.
- F. Fingerprints removed from glass doors and partitions.
- G. Drinking fountains cleaned, sanitized and polished.
- H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
- I. Bulb and tube replacements, as required.
- J. Graffiti expunged as needed within two (2) working days after notice by Tenant.
- K. Floors washed as needed,
- L. Kitchen/Lunchroom supplies replenished including paper supplies and soap.
- M. Exclusive day porter service during normal working hours.

2. WEEKLY

- A. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
- B. Window sills, ledges and wood paneling and molding dusted.

3. MONTHLY

- A. Floors washed and waxed in uncarpeted office area.
- B. High-reach areas, door frames and tops of partitions dusted.
- C. Upholstered furniture vacuumed, plastic and leather furniture wiped.
- D. Picture moldings and frames dusted.
- E. Wall vents and ceiling vents vacuumed.
- F. Carpet professionally spot cleaned as required to remove stains.
- G. HVAC chiller water checked for bacteria, water conditioned as necessary.

4. QUARTERLY

- A. Wood furniture polished.
- B. Draperies or mini-blinds cleaned as required, but not less frequently than Quarterly.
- C. HVAC units serviced for preventative maintenance purposes, all filters changed.

5. SEMI-ANNUALLY

- A. Windows washed as required inside and outside but not less frequently than twice annually.

6. AS NEEDED

- A. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
- B. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.
- C. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning: (i) heavy traffic areas as needed with a minimum frequency of bi-monthly [six (6) times per year]; (ii) moderate traffic areas cleaned as needed with a minimum of once every six (6) months [two (2) times per year]; and (iii) clean light traffic areas a minimum of once per year. Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.
- D. All walls repainted and wall coverings replaced throughout the Premises and all carpet replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event will Landlord be required to repaint or replace wall coverings or to replace carpet more than one (1) time in a five (5) year period (the "Occurrence"). The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.
- E. Light fixtures shall be kept free of dust, dirt and cobwebs on an on-going basis.
- F. At Landlord's expense, all painted wall and door surfaces shall remain free from obvious dirt, dust, cobwebs, stains, and obvious signs of water spots, soil substances, dust, smudges and markings, per Section 2.4.20 of Appendix 6 of the Project Agreement.
- G. At Landlord's expense, furniture systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., shall be spot cleaned, or if cleaning in their entirety is determined to be necessary by Tenant, in Tenant's sole discretion, shall be professionally cleaned in their entirety using a water extraction system, at Tenant's expense.
- H. At Landlord's expense, bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process or equivalent method yielding the same or similar result. All grout and porous surfaces resealed with a professional-grade sealant as required, at Landlord's expense.
- I. At Landlord's expense, touch-up paint all interior painted surfaces in a color and finish to match existing painted surfaces, based on Landlord and Tenant inspections and service calls and in compliance with the AOC requirements of Sections 2.4.20 and 2.4.26 of Appendix 6 of the Project Agreement.

7. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

EXHIBIT H
GROUND LEASE

EXHIBIT I

COMMUNITY BUSINESS ENTERPRISE FORM

COMMUNITY BUSINESS ENTERPRISE FORM

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of CBE participation. The information requested below is for statistical purposes only. On final analysis and consideration, leases will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR Section 23.5.

Firm Name	
Address	
Contact Name	
Telephone No.	
Total # of Employees	
Business Structure*	

*Corporation, Partnership, etc.

MINORITY/WOMEN PARTICIPATION IN FIRM

	OWNERS PARTNERS	ASSOCIATE PARTNERS			
Black/African American					
Hispanic/Latin					
Asian American					
Portuguese American					
A. Indian/Alaskan					
All Others					
TOTAL					
Women*					

*Should be included in counts above and reported separately)

PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

	TOTAL # OF OWNERS	% OF OWNERSHIP
Black/African American		
Hispanic/Latin American		
Asian American		
Portuguese American		
American Indian/Alaskan Native		
All Others		
TOTAL		

Women*		
--------	--	--

**Should be included in counts above and reported separately*

CURRENT CERTIFICATION AS MINORITY/WOMEN-OWNED FIRM

Is your firm currently certified as a minority owned business firm by the:

	Yes	No
State of California?		
City of Los Angeles?		
Federal Government?		

WE DO NOT WISH TO PROVIDE THE INFORMATION REQUIRED IN THIS FORM.

Initial here if applicable	Initial	
----------------------------	---------	--

SIGNED:

TITLE:

DATE:

LANDLORD'S WORK LETTER

For

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AND AGREEMENT

COUNTY OF LOS ANGELES, as Tenant

LONG BEACH JUDICIAL PARTNERS LLC, as Landlord

275 Magnolia Avenue, Long Beach, California

LANDLORD'S WORK LETTER

This LANDLORD'S WORK LETTER (this "Work Letter") is entered into as of the [__ day of _____, 2012], by and between LONG BEACH JUDICIAL PARTNERS LLC ("Landlord") and the COUNTY OF LOS ANGELES ("Tenant"), and sets forth certain terms and conditions relating to the design and construction of the Base Building Improvements (as defined below) and the Tenant Improvements (as defined below) at the Premises (as defined in the Lease). All references in this Work Letter to the "Lease" or sections thereof shall refer to that certain Lease Agreement by and between Landlord and Tenant of even date herewith, to which this Work Letter is attached and of which this Work Letter forms an integral part. All initially capitalized, undefined terms used herein shall have the meanings ascribed to such terms in the Lease. All references in this Work Letter to Section(s) shall refer to the respective section(s) or of this Work Letter unless otherwise indicated.

The parties hereby agree as follows:

1. Basic Work Letter Information. The following terms as used herein shall have the meanings provided in this Section unless otherwise specifically modified by provisions of this Work Letter.

- | | |
|---|---|
| (a) Base Tenant Improvement Allowance: | \$1,931,960 (i.e. \$20 per rentable square foot of the Premises). |
| (b) Additional Tenant Improvement Allowance: | \$10,639,495 (i.e. \$110.14 per rentable square foot of the Premises). |
| (c) Maximum Change Order Allowance: | \$250,000 |
| (d) Additional Tenant Improvement and Change Order Amortization Rate: | Not applicable. |
| (e) Basic Rent Reduction per \$1,000: | Not applicable. |
| (f) Furniture, Fixtures and Equipment Allowance: | \$1,900,000 |
| (g) Tenant's Work Letter Representative: | David Jan Takata, Kevin Webb, or an assigned staff person of the Chief Executive Office-Real Estate Division. |
| (h) Landlord's Work Letter Representative: | Steve Reinstein or an assigned staff person of Landlord. |
| (i) Landlord's Address for Work Letter Notice: | See Section 1 (a) of the Lease. |

- (j) Tenant's Address for Work Letter
Notice:

Board of Supervisors
Kenneth Hahn Hall of Administration
Room 383
500 West Temple Street
Los Angeles, California 90012

With a copy to:

Chief Executive Office –
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate
Facsimile: (213) 217-4971
Addendum A: Base Building Improvements
Addendum B: Tenant Improvements
Addendum C: Schedule of Values
Addendum D: Schedule of Applications for
Payment

- (k) Addenda:

2. Design and Construction of the Building.

2.1 Base Building Improvements. Landlord has constructed or shall construct the improvements described on Addendum A hereto (the "Base Building Improvements") as a part of the construction of the Building, the design of which commenced on December 31, 2010. To the extent that the Base Building Improvements must be changed or added to in order to accommodate the specific needs of Tenant in the Premises, such changes or additions shall be considered Tenant Improvements (as defined below), the costs on account thereof shall be included in Tenant Improvement Costs (as defined below).

2.2 Definition of Tenant Improvements and Tenant Improvement Costs. "Tenant Improvements" shall mean all improvements required by the Working Drawings (as defined below) and otherwise described in Addendum B hereto. "Tenant Improvement Costs" shall mean the costs of Tenant Improvements, including, without limitation, design and construction costs, costs for furniture, fixtures and equipment (including, without limitation, rough-in of cableways for telecommunications and security equipment, but not the equipment itself, as more fully described in Addendum B), and soft costs, not to exceed, in the aggregate, the sum of the Base Tenant Improvement Allowance, the Additional Tenant Improvement Allowance, the Furniture, Fixtures and Equipment Allowance, other allowances, if any, and costs of Change Orders (as defined below), if any. Tenant Improvement Costs shall include elements of the design required for the Tenant Improvements to comply with the Americans with Disabilities Act.

2.3 Additional Costs Not Tenant Improvement Costs.

(a) In the event that the Building, as initially constructed, does not comply with all codes applicable to the Building, and Landlord incurs increased design or construction

costs that it would not have incurred had the Building been in compliance with such codes, such costs shall not be included in the calculation of Tenant Improvement Costs and Tenant shall have no financial responsibility for such costs.

(b) Any work that Landlord must undertake to cause the Building to comply with the access requirements of the Americans with Disabilities Act or make the building systems, including, without limitation, electrical service and heating, ventilation and air-conditioning equipment ("HVAC"), fully operational, shall be at Landlord's sole cost and expense, except to the extent Landlord must modify the Building to accommodate the specific and exclusive needs of Tenant, in which case the costs of such modification shall be included in Tenant Improvement Costs.

(c) Tenant Improvement Costs shall not include any costs associated with (i) base building fire sprinkler system installation in the Building or (ii) supervision or overhead costs of Landlord.

3. Architect. The licensed architect with respect to the Building is AECOM Services, Inc., doing business as AECOM Design ("Architect"). Architect will engage subcontractors and other consultants, including engineers, to work with it in the preparation of the design documents for the Building and the Tenant Improvements. Notwithstanding the foregoing, Tenant acknowledges that Tenant is responsible for the design services with respect to the telecommunications systems (cabling and low voltage equipment and size and location of the conduit) and furniture, fixtures and equipment procured as part of the Furniture, Fixtures and Equipment Allowance, and Landlord and Contractor shall have no responsibility or liability for errors, omissions or inconsistencies in such design, all of which shall be the sole responsibility and liability of Tenant.

4. Contractor. The Judicial Council of California, Administrative Office of the Courts ("AOC"), selected Landlord to design, build, finance, operate and maintain the new Long Beach Court Building to be located at 275 Magnolia Avenue in Long Beach, California. Landlord entered into a Design-Build Agreement, dated December 20, 2011, as amended by Amendment No. 1 thereto, dated as of June 1, 2011 (as amended, supplemented or otherwise modified from time to time, the "Design-Build Agreement"), with Clark Design/Build of California, Inc. ("Contractor"). Contractor has retained Architect and Architect's engineers to prepare, or cause to be prepared, all plans and specifications relating to the structural, mechanical, electrical, plumbing, HVAC and life safety work of the Tenant Improvements.

5. Preparation of Plans and Specifications and Construction Schedule.

5.1 Preparation of Space Plan. Landlord and Tenant acknowledge that Tenant has delivered to Landlord an approved space plan and outline specifications for the Premises, based on the plans and specifications for the Building (the "Base Building Plans"), showing all demising walls, corridors, entrances, exits, doors, interior partitions, and the locations of all offices, conference rooms, computer rooms, mini-service kitchens, reception areas and file rooms for all five of the County's departments that will occupy the Premises (collectively, the "Space Plan"). Landlord shall not make any modifications, other than modifications necessary to comply with applicable building codes or other applicable laws, to the Base Building Plans

that will materially and adversely affect Tenant's contemplated use of the Premises without the prior approval of Tenant (which approval shall not be unreasonably withheld, conditioned, or delayed). The costs of such modification to the Base Building Plans shall be borne by Landlord. If any material change to the Base Building Plans relating to the Premises or Common Areas to be utilized by Tenant occurs, Landlord shall immediately notify Tenant of such change and provide a written explanation for the change to Tenant's Representative.

5.2 Preparation and Approval of Working Drawings. In accordance with the Master Construction Schedule and the Tenant Improvements Schedule, Landlord caused Contractor to prepare, based upon the Space Plan, construction documents consisting of drawings and specifications (including mechanical, electrical, plumbing, and HVAC plans) describing in detail the requirements for the construction of the Tenant Improvements, which were delivered to Tenant when the design of the Tenant Improvements was approximately 50% complete and subsequently approved by Tenant (the "Working Drawings"). It shall be the responsibility of Landlord that the Working Drawings comply with all applicable building codes.

5.3 Integration of Working Drawings into Final Plans. In accordance with the Master Construction Schedule and the Tenant Improvements Schedule, Landlord has caused Contractor to further develop the Working Drawings into construction documents consisting of drawings and specifications describing in detail the requirements for the construction of the Tenant Improvements, which were delivered to Tenant when such construction documents were approximately 95% complete and subsequently approved by Tenant (the "Final Plans"). The Final Plans are suitable for plan check review and permitting by TMAD Taylor & Gaines (the "Independent Building Expert"), the Office of the State Fire Marshall, and the Department of the State Architect, as applicable. It shall be the responsibility of Landlord that the Final Plans comply with all applicable building codes and are consistent with the Working Drawings.

5.4 Approval of Plans by Tenant. Notwithstanding anything to the contrary stated or implied in this Work Letter, Tenant's approval of the Working Drawings as described in Section 5.2 and Tenant's approval of the Final Plans described in Section 5.3 above were for the purpose of confirming that the design set forth therein is satisfactory to Tenant and complies with all of the requirements of Tenant for use of the Premises, and otherwise shall not imply any warranty or representation by Tenant regarding the same, or impose upon Tenant any obligation for compliance of the Final Plans with applicable building codes, laws, ordinances and other requirements of any governmental authority with jurisdiction over the Premises, all of which is the sole responsibility of Landlord. Accordingly, notwithstanding that the Working Drawings and the Final Plans have been reviewed and approved by Tenant or its space planner, architect, engineers or consultants, and notwithstanding any advice or assistance which may be rendered to Landlord, the Architect, the Architect's engineers, or the Contractor by any of the foregoing parties, Tenant shall have no liability or responsibility for any professional errors or omissions contained in the Working Drawings or Final Plans.

5.5 Schedule. Landlord has provided Tenant with a copy of the master schedule for the construction of the Building, including the Base Building Improvements, dated September 1, 2011 (the "Master Construction Schedule"). The Master Construction Schedule includes the design and construction schedule for the completion of the design, permitting and the construction of the Tenant Improvements (the "Tenant Improvements Schedule"). As the

construction of the Building, the Base Building Improvements, and the Tenant Improvements continues, Landlord may amend the Master Construction Schedule or the Tenant Improvements Schedule from time to time to reflect any changes to the projected dates set forth therein. Landlord shall promptly give Tenant's Work Letter Representative notice of any change to the Master Construction Schedule or the Tenant Improvements Schedule.

6. Construction Budget and Payment of Costs.

6.1 Construction Budget and Lump Sum Price

(a) Landlord submitted to Tenant a preliminary budget (the "Preliminary Budget") on July 22, 2011. The Preliminary Budget was reviewed by Landlord and Tenant, revised and a final budget, together with the list of documents upon which such budget was based, was submitted by Landlord to Tenant on April 4, 2012 (the "Final Construction Budget"). Landlord and Tenant hereby agree that Landlord shall design and construct the Tenant Improvements in accordance with the Final Plans for a lump sum price of \$14,471,455 (as such amount may be adjusted pursuant to the provisions of this Work Letter, the "Contract Price").

(b) Attached hereto as Addendum C is the Schedule of Values, which allocates the entire Contract Price among the various portions of the Tenant Improvement Work. The Schedule of Values has the following line items:

- (i) line items for each portion of the trade work, i.e., electrical, mechanical, etc.;
- (ii) "Design Costs", which are design, architectural and engineering costs incurred or to be incurred by Contractor;
- (iii) "GC/GR Costs", which are general conditions costs and general requirements costs incurred or to be incurred by Contractor;
- (iv) "Contractor's Fee", which is the lump sum amount payable to Contractor as profit for performing the Tenant Improvements work; and
- (iv) "Landlord Costs", which are costs of permitting, testing and inspecting the Tenant Improvements, as well as costs of the Independent Building Inspector and certain financing costs; and
- (v) the Furniture, Fixtures and Equipment Allowance.

6.2 Payment of Contract Price. The Contract Price shall be paid first by Landlord from the Base Tenant Improvement Allowance and then by Tenant from the Additional Tenant Improvement Allowance in accordance with the terms hereof. The Furniture, Fixtures and Equipment Allowance shall be paid by Tenant in accordance with the terms hereof.

6.3 Delays and Increased Costs. Tenant shall be responsible for any delays in completing the Tenant Improvements to the extent such delays arise from Tenant Delays (as defined below) or Change Orders (as defined below). Tenant shall be responsible for increased

that will materially and adversely affect Tenant's contemplated use of the Premises without the prior approval of Tenant (which approval shall not be unreasonably withheld, conditioned, or delayed). The costs of such modification to the Base Building Plans shall be borne by Landlord. If any material change to the Base Building Plans relating to the Premises or Common Areas to be utilized by Tenant occurs, Landlord shall immediately notify Tenant of such change and provide a written explanation for the change to Tenant's Representative.

5.2 Preparation and Approval of Working Drawings. In accordance with the Master Construction Schedule and the Tenant Improvements Schedule, Landlord caused Contractor to prepare, based upon the Space Plan, construction documents consisting of drawings and specifications (including mechanical, electrical, plumbing, and HVAC plans) describing in detail the requirements for the construction of the Tenant Improvements, which were delivered to Tenant when the design of the Tenant Improvements was approximately 50% complete and subsequently approved by Tenant (the "Working Drawings"). It shall be the responsibility of Landlord that the Working Drawings comply with all applicable building codes.

5.3 Integration of Working Drawings into Final Plans. In accordance with the Master Construction Schedule and the Tenant Improvements Schedule, Landlord has caused Contractor to further develop the Working Drawings into construction documents consisting of drawings and specifications describing in detail the requirements for the construction of the Tenant Improvements, which were delivered to Tenant when such construction documents were approximately 95% complete and subsequently approved by Tenant (the "Final Plans"). The Final Plans are suitable for plan check review and permitting by TMAD Taylor & Gaines (the "Independent Building Expert"), the Office of the State Fire Marshall, and the Department of the State Architect, as applicable. It shall be the responsibility of Landlord that the Final Plans comply with all applicable building codes and are consistent with the Working Drawings.

5.4 Approval of Plans by Tenant. Notwithstanding anything to the contrary stated or implied in this Work Letter, Tenant's approval of the Working Drawings as described in Section 5.2 and Tenant's approval of the Final Plans described in Section 5.3 above were for the purpose of confirming that the design set forth therein is satisfactory to Tenant and complies with all of the requirements of Tenant for use of the Premises, and otherwise shall not imply any warranty or representation by Tenant regarding the same, or impose upon Tenant any obligation for compliance of the Final Plans with applicable building codes, laws, ordinances and other requirements of any governmental authority with jurisdiction over the Premises, all of which is the sole responsibility of Landlord. Accordingly, notwithstanding that the Working Drawings and the Final Plans have been reviewed and approved by Tenant or its space planner, architect, engineers or consultants, and notwithstanding any advice or assistance which may be rendered to Landlord, the Architect, the Architect's engineers, or the Contractor by any of the foregoing parties, Tenant shall have no liability or responsibility for any professional errors or omissions contained in the Working Drawings or Final Plans.

5.5 Schedule. Landlord has provided Tenant with a copy of the master schedule for the construction of the Building, including the Base Building Improvements, dated September 1, 2011 (the "Master Construction Schedule"). The Master Construction Schedule includes the design and construction schedule for the completion of the design, permitting and the construction of the Tenant Improvements (the "Tenant Improvements Schedule"). As the

construction of the Building, the Base Building Improvements, and the Tenant Improvements continues, Landlord may amend the Master Construction Schedule or the Tenant Improvements Schedule from time to time to reflect any changes to the projected dates set forth therein. Landlord shall promptly give Tenant's Work Letter Representative notice of any change to the Master Construction Schedule or the Tenant Improvements Schedule.

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(b) Attached hereto as Addendum C is the Schedule of Values, which allocates the entire Contract Price among the various portions of the Tenant Improvement Work. The Schedule of Values has the following line items:

- (i) line items for each portion of the trade work, i.e., electrical, mechanical, etc.;
- (ii) "Design Costs", which are design, architectural and engineering costs incurred or to be incurred by Contractor;
- (iii) "GC/GR Costs", which are general conditions costs and general requirements costs incurred or to be incurred by Contractor;
- (iv) "Contractor's Fee", which is the lump sum amount payable to Contractor as profit for performing the Tenant Improvements work; and
- (iv) "Landlord Costs", which are costs of permitting, testing and inspecting the Tenant Improvements, as well as costs of the Independent Building Inspector and certain financing costs; and
- (v) the Furniture, Fixtures and Equipment Allowance.

6.2 Payment of Contract Price. The Contract Price shall be paid first by Landlord from the Base Tenant Improvement Allowance and then by Tenant from the Additional Tenant Improvement Allowance in accordance with the terms hereof. The Furniture, Fixtures and Equipment Allowance shall be paid by Tenant in accordance with the terms hereof.

6.3 Delays and Increased Costs. Tenant shall be responsible for any delays in completing the Tenant Improvements to the extent such delays arise from Tenant Delays (as defined below) or Change Orders (as defined below). Tenant shall be responsible for increased

costs with respect to any delays in completing the Tenant Improvements to the extent of such increased costs are the result of Tenant Delays or Change Orders.

6.4 Funded Design and Infrastructure Costs. On each of the following dates (each a “Design Funding Date”), Landlord advanced, on behalf of Tenant, the following amounts for the payment of certain Tenant Improvements Costs, consisting of design costs and costs for installation of certain early infrastructure items (the “Funded Design and Infrastructure Costs”).

<u>Design Funding Date</u>	<u>Funded Design and Infrastructure Costs</u>
October 31, 2011	\$568,090
November 30, 2011	9,665
January 31, 2012	7,801
March 13, 2012	7,400
	<hr/> \$592,996

Tenant shall reimburse Landlord for the Funded Design and Infrastructure Costs. The Funded Design and Infrastructure Costs shall be included in the Contract Price. The payment of the Funded Design and Infrastructure Costs shall be made from the Base Tenant Improvement Allowance, which shall be included in the first application for payment made in accordance with Section 6 hereof.

6.5 Monthly Payments.

(a) Subject to Section 6.12 below, Tenant shall make monthly progress payments to Landlord on account of the Contract Price according to the percentage of Tenant Improvements completed during each month (including payment for on-site and off-site stored materials), less Retainage (as defined below). Design Costs (other than for construction administration services) shall be paid as part of the first Application for Payment. Design Costs on account of construction administration services, GC/GR Costs, Contractor’s Fee and Landlord Costs shall be paid in equal monthly installments. The amount of such installments shall equal the total Contractor’s Fee, the total General Conditions Costs, the total Design Costs applicable to construction administration services and the total Landlord Costs divided by the number of months in the Tenant Improvement Schedule.

(b) Subject to Section 6.12 below, additional amounts payable by Tenant to Landlord under this Work Letter in respect of Change Orders will be evidenced by Change Orders and paid in accordance with the provisions of this Section 6.

6.6 Applications for Payment.

(a) The period covered by each monthly invoice submitted by Landlord to Tenant for payment pursuant to this Section (the “Application for Payment”) shall be the period of time commencing on the 16th calendar day of the previous month and ending on and including the 15th calendar day of the then-current month. In accordance with Addendum D hereto, Landlord and Tenant shall meet (which meeting shall include Contractor) to review a preliminary draft of the

Application for Payment (a "Pencil Draw") prepared by Landlord. In accordance with the time periods set forth in Addendum D hereto, after the aforementioned meeting, Landlord shall (i) revise the Pencil Draw in accordance with any objections or recommendations of Tenant that are consistent with the requirements of this Work Letter, and (ii) submit the revised Pencil Draw to Tenant as the Application for Payment.

(b) Each Application for Payment shall show the percentage of completion for each portion of the Tenant Improvements (including purchased fixtures, furnishings equipment and materials stored on-site or off-site) and Change Orders as of the end of the period covered by the Application for Payment as well as the applicable Retention Amount (as defined below). Each Application for Payment shall separately account for costs with respect to the Furniture, Fixtures and Equipment Allowance.

(c) Each Application for Payment shall be submitted on AIA Document G702 (Application and Certificate for Payment) and AIA Document G703 (Continuation Sheet) and broken out by subcontracting trade together with corresponding subcontractor payment applications.

(d) Together with each Application for Payment, Landlord will submit, (1) with respect to the amounts which are subject to such Application for Payment, original conditional mechanics' lien waiver and release forms in form required by applicable law, executed and delivered by each provider of labor and materials covered by the subject Application for Payment, including without limitation the Contractor and each of its subcontractors receiving payment as well as other contractors, subcontractors, sub-subcontractors and materialmen who have lien rights regarding the Tenant Improvements, specifying in each instance, the amount to be paid in consideration of such conditional waiver and release; provided, however, that Contractor may provide or cause to be provided, a bond or other security acceptable to Landlord to cover any lien which is not subject to a conditional waiver or release; and (ii) with respect to the amounts which are the subject of the immediate past Application for Payment, original unconditional mechanics' waiver and release forms in form required by applicable law executed and delivered by each supplier of labor and materials covered by the immediate past Application for Payment, including without limitation Contractor and each of its subcontractors receiving payment under the applicable immediate past Application for Payment as well as all other contractors, subcontractors, sub-subcontractors and materialmen who have lien rights regarding the Tenant Improvements, specifying in each instance the amount paid in consideration of such unconditional waiver and release; provided, however, that Contractor may provide a bond or other security acceptable to Landlord to cover any lien which is not subject to an unconditional waiver or release.

6.7 Approval or Disapproval of Application for Payment. Within five (5) Business Days of receipt of an Application for Payment and accompanying information, Tenant shall (i) provide written notice to Landlord stating that it approves the Application for Payment and Landlord is entitled to payment thereof, or (ii) provide written notice to Landlord setting forth Tenant's reasons for withholding any portion of the amount requested in such Application for Payment.

6.8 Tenant May Withhold Approval. Tenant may withhold approval of all or any part of the amount requested in an Application for Payment to such extent as may be necessary in Tenant's reasonable opinion to protect Tenant from any loss for which Landlord is responsible, as a result of: (a) any deficiency, defect, or noncompliance with respect to the Tenant Improvements; or (b) repeated failure of Landlord to fulfill its obligations in accordance with this Work Letter. When such reasons for withholding approval are removed, payment will be made for amounts previously withheld. Any disputes as to whether or not the construction of the Tenant Improvements, or any portion thereof, has been properly completed shall be conclusively decided by the Independent Building Expert.

6.9 Payment. Provided that an Application for Payment is received by Tenant no later than corresponding date set forth in Addendum D, and subject to Section 6.12 below, Tenant shall make payment of amounts in an Application for Payment (less amounts withheld under Sections 6.7 and 6.8 above), less retention of ten percent (10%) of the amount otherwise payable under the Application for Payment for all line items in the Schedule of Values other than Design Costs, GC/GR Costs, Contractor's Fee and Landlord Costs (the aggregate amount of such retentions being the "Retention Amount") not later than ten (10) Business Days following Tenant's approval of an Application for Payment in accordance with Section 6.7 above. .

6.10 Form of Payment. Payments made by Tenant in accordance with Section 6.9 shall be in the form of a check to Landlord or other form of payment acceptable to Landlord.

6.11 Disbursement of Retention Amount. Subject to the provisions of this Work Letter, payment of the Retention Amount, less a holdback amount equal to 150% of the estimated cost to complete or rectify the item on the Punchlist Items (as defined below) (the "Holdback Amount"), shall be made by Tenant to Landlord within ten (10) calendar days following the Substantial Completion (as defined in the Lease) of the Tenant Improvements; provided, that, in addition to the requirements of Section 6.6 and Section 6.7, Landlord delivers to Tenant a certificate from the Independent Building Expert, in form reasonably acceptable to Tenant and Landlord, certifying that the Tenant Improvements have been substantially completed in accordance with the Final Plans (as such Final Plans may be modified pursuant to the provisions hereof). Such certificate from the Independent Building Expert shall evidence that the Tenant Improvements have been substantially completed in accordance with the Final Plans and be final and binding on Tenant and Landlord with respect to the Substantial Completion of the construction of the Tenant Improvements.

6.12 Other Terms. Landlord acknowledges that if the sum of the Base Tenant Improvement Allowance and the Additional Tenant Improvement Allowance is insufficient to fund the costs of the Tenant Improvements (not including the acquisition and installation of the furniture, fixtures and equipment) in accordance with the Final Plans, Landlord shall be responsible for and shall pay the amount necessary to complete the Tenant Improvements (not including the acquisition and installation of the furniture, fixtures and equipment) in accordance with the Final Plans. Notwithstanding the previous sentence, Tenant shall be responsible for additional costs to the extent such additional costs are attributable to Change Orders requested by Tenant or costs associated with Tenant Delay.

6.13 Furniture, Fixtures and Equipment Allowance; Other Allowances.

(a) Within five (5) business days of the Final Completion Date (as defined below), Landlord shall provide to Tenant a statement showing in reasonable detail all costs with respect to the use of the Furniture, Fixtures and Equipment Allowance. In the event that the actual total costs of furniture, fixtures and equipment is less than the Furniture, Fixtures and Equipment Allowance, Landlord and Tenant hereby agree that an amount equal to the difference between the Furniture, Fixtures and Equipment Allowance and the actual total costs of furniture, fixtures and equipment may be applied in Tenant's sole discretion to any one of the following purposes: (i) the cost of additional furniture, fixtures and equipment; (ii) the cost of other or additional improvements constituting part of the Premises; (iii) transferred to Tenant for deposit into Tenant's account; (iv) for any other lawful purpose approved in an opinion of legal counsel to Tenant addressed to Landlord. The parties acknowledge that if the actual cost of furniture, fixtures and equipment selected by Tenant exceeds the Furniture, Fixtures and Equipment Allowance, such difference shall be deemed to be a Change Order requested by Tenant. If such additional costs are required to be approved or appropriated by Tenant, Landlord shall not be responsible for providing furniture, fixtures and equipment in excess of the Furniture, Fixtures and Equipment Allowance unless and until Tenant provided Landlord with evidence of approval or appropriation.

(b) Any other allowances that are part of the Contract Price shall be treated in the same manner as the Furniture, Fixtures and Equipment Allowance.

(c) Tenant shall have the right to audit costs with respect to the Furniture, Fixtures and Equipment Allowance, any other allowances that are part of the Contract Price and Change Orders payable on a cost reimbursable (rather than lump sum) basis for a period of five (5) years from the Commencement Date (as defined in the Lease). In the event the audit shows that Tenant is entitled to a reduction in payments to Landlord under this Work Letter, Tenant shall provide Landlord with a copy of the audit summary and Landlord, within thirty (30) days of demand, shall refund to Tenant the amount of any overpayment made by Tenant and all future payments shall be adjusted as appropriate based upon the audit results. Other than as set forth above, Tenant shall have no right to audit amounts payable as part of the Contract Price.

7. Construction of Tenant Improvements.

7.1 Tenant Improvements. The Tenant Improvements to be constructed by Landlord are described more particularly on Addendum B hereto.

7.2 Permits. Landlord shall be responsible for obtaining the approval of the Independent Building Expert, the Office of the State Fire Marshall, and the Department of the State Architect, to the extent applicable, and all permits required by governmental authorities having jurisdiction over the construction of the Tenant Improvements, if any, promptly after approval of the Final Plans.

7.3 Commencement of Construction. Landlord shall commence construction of the Tenant Improvements in a timely manner so as achieve Substantial Completion on or prior to September 1, 2013 (as such date may be adjusted pursuant to the provisions of this Work Letter,

the "Projected Commencement Date"). Landlord shall thereafter diligently proceed to construct and complete all Tenant Improvements in accordance with the Tenant Improvements Schedule, subject to adjustment in accordance with this Work Letter.

7.4 Construction. Construction of the Tenant Improvements will be subject to the following terms and conditions:

(a) Notice of Nonresponsibility. Landlord shall cooperate with Tenant in posting a notice or notices of nonresponsibility by Tenant.

(b) Decorating Decisions. All design and programming, space planning and interior decorating services, such as selection of wall paint colors or wall coverings, furniture, fixtures, carpeting and any or all other decorator selection efforts shall be provided by Landlord at Landlord's expense in accordance with the Final Construction Budget and in accordance with the Final Plans. Landlord shall consult with Tenant with respect to all such decorating services and decisions and obtain Tenant's approval with respect thereto, which approval shall not be unreasonably delayed, conditioned or withheld, and shall be granted if consistent with the Final Plans.

(c) Clean-Up. Landlord shall be responsible for all clean-up with respect to the Tenant Improvements until Substantial Completion; thereafter, Landlord shall be responsible for all clean-up only with respect to Tenant Improvements work performed after Substantial Completion. Tenant shall be responsible for all clean-up with respect to any work to be performed by Tenant or its contractors, representatives, agents, or departments.

(d) Compliance with Laws. Landlord shall construct the Tenant Improvements in compliance with all applicable laws and regulations. The construction of the Tenant Improvements shall be subject to the general inspection of Tenant. The Premises shall comply with all applicable building codes, regulations and ordinances. Landlord shall cause Contractor to pay not less than prevailing rates of wages with respect to the construction portion of the Tenant Improvements in accordance with Section 1720 et. seq. of the California Labor Code for workers at the Premises in job classifications covered thereby, including all applicable shift, weekend, holiday, foreman, health and welfare, pension, vacation, travel, training, subsistence and other pay established for each classification of work, using the same wage rates as are applicable to the Building. Furthermore, Landlord shall cause Contractor to post a copy of the prevailing rates of wages at the Building site.

(e) Tenant's Access. Landlord agrees that Tenant and its employees, project manager, consultants and representatives (collectively, "Tenant Representatives"), shall have access to the Premises at all reasonable times when Contractor and Landlord are on site, subject to prior written notice to Landlord and compliance with all of Contractor's or Landlord's safety rules and regulations, during the construction of the Base Building Improvements and the Tenant Improvements for the purpose of reviewing the construction of the Base Building Improvements and inspecting the Tenant Improvements and attending meetings with Landlord, Contractor, and Architect and Tenant Representatives shall have the right to inspect the Tenant Improvements and ascertain that the Tenant Improvements are being constructed in accordance with the Final Plans. Landlord shall cause any Tenant Improvements reasonably ascertained by Tenant, or the

Independent Building Expert, as not in conformance with the Final Plans to be corrected to conform to the Final Plans to the reasonable satisfaction of Tenant at no cost to Tenant.

(f) Quality of Work and Materials. Landlord represents that the Building is a class A-type building (i.e. designed and built in accordance with the Design-Build Agreement). All materials, machinery, structures, improvements, and equipment to be furnished as part of the Tenant Improvements shall be new, of recent manufacture, and of good quality. Landlord further agrees that the Tenant Improvements will conform to the requirements of the Final Plans, as modified, in accordance with this Work Letter, and will be free from Defects (as defined below).

(g) Correction of Defects. Tenant shall give notice to Landlord of any deficiency, defect, or noncompliance with respect to the performance by Landlord of the construction of the Tenant Improvements in accordance with the terms hereof or any defect or deficiency in respect of any equipment (a “Defect”), promptly following obtaining knowledge thereof. Landlord shall promptly correct, at Landlord’s sole cost and expense, any Defect of which notice has been given to Landlord prior to the expiration of the one year period commencing on the Commencement Date. Landlord’s obligation under this Section to correct such Defects shall be limited to the repair, replacement or restoration of the Tenant Improvements in accordance with this Work Letter, including without limitation the Final Plans. The duties, liabilities, and obligations of Landlord under Section 7.4(f) and Section 7.4(g) do not extend to any repairs, adjustments, alterations, replacements, or maintenance of materials as a result of the improper operation and maintenance of the Premises of Tenant, or which are required as a result of normal wear and tear in the operation of the Premises (other than as caused by the negligence of Landlord or the failure of Landlord to comply with this Work Letter or the Lease).

7.5 Conformed Plans. By the Final Completion Date (as defined below), Landlord shall submit to Tenant one complete set of conformed plans (so called “as-builts”) incorporating, in accordance with standard industry custom and practice, field changes made and changes or revisions that have been made subsequent to the submission of the Final Plans to Tenant. A copy of “as-built” or “record documents” shall also be submitted to Tenant in a digital format to be agreed upon by Tenant and Landlord.

7.6 Bids for Furniture, Fixtures and Equipment. Unless waived by Tenant in writing, any major contractors, subcontractors and materials providers providing labor or materials for furniture, fixtures and equipment payable from the Furniture, Fixtures and Equipment Allowance shall be selected only after at least three (3) bids have been solicited from responsible and qualified persons. Landlord shall submit at least three (3) sealed fixed price bids for such furniture, fixtures and equipment to Tenant for its review prior to the award of the contract or contracts. The bids shall be jointly opened and reviewed by Landlord and Tenant. The bids shall include an itemized list of all materials, equipment, furnishings, fixtures and labor and shall include all additional costs, including architects and engineering fees, permits, reasonable contractor’s profit and overhead, and project management fees. Landlord shall award the contract or contracts after Tenant’s review.

8. Change Orders. Tenant may request changes, additions, deletions or alterations to the Working Drawings or the Final Plans (a “Change Order”); provided, that both Tenant and Landlord approve such changes in writing. In addition, a Change Order may be required due to increased costs on account of Tenant Delays in accordance with Section 6.3. The amount of the Maximum Change Order Allowance has been authorized by the Board of Supervisors of the County to be used to pay the costs of all Change Orders authorized by the Chief Executive Officer of Tenant on behalf of Tenant and then only if the aggregate amount of all approved Change Orders does not exceed the Maximum Change Order Allowance. Tenant shall not request a Change Order if the cost of such Change Order, together with all previously approved Change Orders, exceed the Maximum Change Order Allowance unless Tenant delivers written evidence to Landlord that the cost of such Change Orders has been authorized or appropriated by the Board of Supervisors of the County. Landlord shall submit to Tenant with each requested Change Order (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Orders previously approved, and (iii) an estimate of the construction time which will be increased or shortened if the Change Order is approved. Each Change Order must be signed and dated by the Chief Executive Officer of Tenant on behalf of Tenant. In the event that a requested modification to the Working Drawings or the Final Plans reduces the cost of construction of the Tenant Improvements, Landlord shall apply the savings in construction costs pursuant to Tenant’s instruction. Landlord shall not make any modifications to the Working Drawings or the Final Plans that would result in an increase in the costs to Tenant of construction of the Tenant Improvements or the cost to Tenant of the acquisition or installation of the furniture, fixtures and equipment, as the case may be, in excess of amounts budgeted therefor without the prior written approval of Tenant. Any change required to correct an error or omission of Landlord, Architect, or Contractor shall be at Landlord’s sole cost and expense.

9. Furniture System.

9.1 Tenant shall deliver to Landlord within ten (10) days after execution hereof, modular furniture plans and specifications (the “Modular Specifications”). Based on the Modular Specifications, Landlord shall prepare, or cause to be prepared, a modular furniture specifications bid package for submission to no fewer than three furniture vendors. The bid package, and any eventual furniture order, shall be separate and apart from any similar bid packages for the AOC. Prior to submission for bids, Landlord shall review the bid package with Tenant and Tenant shall have the right to approve or disapprove the bid package within ten (10) business days. Tenant shall give all approvals and make all decisions with respect to the acquisition and installation of the furniture, fixtures, and equipment by the dates set forth in the Tenant Improvements Schedule. Landlord shall provide the modular furniture set forth in the Modular Specifications as part of the Furniture, Fixtures and Equipment Allowance. For the avoidance of doubt, furniture, fixtures and equipment does not include telephone, data, security, audiovisual or public address system cabling or equipment and Tenant shall contract separately for these items. Tenant shall specify all of the furniture, fixtures and equipment that Landlord will be purchasing on behalf of Tenant from the Furniture, Fixtures and Equipment Allowance and, as such, Tenant is responsible for the accuracy of such specifications and for ensuring that the such specifications, viewed alone and in conjunction with the Base Building Plans, the Working Drawings and the Final Plans, comply with all applicable laws. Landlord is responsible for any damage or theft to the furniture, fixtures, and equipment caused by Landlord during the installation of such furniture, fixtures, and equipment. Legal title to and ownership of all

furniture, fixtures, and equipment provided hereunder shall pass to and vest in Tenant, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, upon the payment in full for the portion of the furniture, fixtures, and equipment so provided. Landlord, for the protection of Tenant, shall obtain from vendors, suppliers and other persons from which Landlord procures the furniture, fixtures, and equipment such warranties and guarantees as are normally provided with respect thereto, each of which shall be assigned to Tenant as necessary.

9.2 Tenant may opt to finance the lump-sum payment for the cost of modular furniture or telecommunications equipment through lease-purchase financing with a third-party vendor ("Creditor"). In the event the Tenant elects to enter into a lease-purchase financing of the furniture and telecommunications equipment (collectively, the "Personal Property") through a Creditor, Landlord expressly agrees as follows:

(a) the Personal Property shall not become part of the realty or real property, but shall remain personal property removable by the Creditor and its assigns, provided that any damage occasioned by such removal shall be repaired by Creditor;

(b) Landlord shall be given prior written notice of any plan by Creditor to remove the Personal Property;

(c) this Section shall be binding on the representatives, successors and assigns of all parties hereto and shall inure to the benefit of the successors-in-interest to all parties hereto; and

(d) Landlord does hereby waive any right to gain possession of any of Personal Property during the term of this Lease.

10. Final Completion of Construction; Punchlist Items. Landlord shall have one hundred twenty (120) days following the Substantial Completion of the Tenant Improvements (the "Final Completion Date"), to correct or complete any and all punchlist items that do not materially impair the use of the Premises (collectively, the "Punchlist Items") identified in writing by the Independent Building Expert. Upon completion of all Punchlist Items, certified as to their completion by the Independent Building Expert, the Tenant shall disburse the Holdback Amount to Landlord. In the event that Landlord fails to cause final completion of all Punchlist Items on or before the Final Completion Date, or fails to secure the final certificates described in this Section 10, then Tenant shall be entitled to use such Holdback Amount, at its option, to complete such remaining Punchlist Items, secure said final certificates, and pay any remaining Holdback Amount to any party entitled to receive the same, upon receipt from such party of said final lien release waivers described in Section 6 hereof. The Final Completion Date shall be extended by one (1) business day for each one (1) business day of delay, or additional business days as mutually agreed upon by Landlord and Tenant, resulting from of Tenant Delays or Force Majeure Delays described below in Section 14.1.

11. Savings; Audit. Within sixty (60) days following the Final Completion Date, Landlord shall provide Tenant with a final accounting of the actual costs on account of the Furniture, Fixtures and Equipment Allowance, all other allowances, and all Change Orders performed on a cost reimbursable (as opposed to lump sum) basis (the "Actual Costs"). If the Actual Costs are

less than the aggregate amounts of the Furniture, Fixtures and Equipment Allowance, all other allowances and all Change Orders performed on a cost reimbursable basis, then the difference ("Savings") shall be allocated one hundred percent (100%) to Tenant. Tenant shall have the right to audit the Actual Costs for a period of five (5) years from Substantial Completion of the Tenant Improvements. In the event the audit shows that Tenant is entitled to a reduction in payments to Landlord under this Work Letter, Tenant shall provide Landlord with a copy of the audit and Landlord, within 30 days of receipt of such audit, shall refund to Tenant the amount of any overpayment made by Tenant. Tenant shall engage, on a non-contingent basis and at Tenant's expense, a third party certified accountant reasonably acceptable to Landlord to perform the audit. Tenant shall not be entitled to audit the Contract Price or any Change Order performed on a lump sum basis or the components of any agreed-to rates.

12. Exclusions. The Tenant Improvement Costs shall not include any costs not set forth in the Final Construction Budget as it may be amended from time to time.

13. Telephone/Computer Room and Equipment/Telecom Responsibility. Landlord shall complete construction of the telephone equipment room(s), including permanent power and HVAC, in compliance with the Final Plans and specifications provided by Tenant, which specifications shall be consistent and coordinated with the Final Plans, in accordance with the Tenant Improvements Schedule, at least thirty (30) days prior to the Projected Commencement Date. During such 30 day period, Landlord shall not be responsible for any telephone/data equipment delivered to the site for programming prior to the Projected Commencement Date. Tenant's Internal Services Department will pay for and install all telecommunications equipment in the Premises. Landlord shall be responsible for installing all conduit and electrical items set forth in Tenant's telecom plans and specifications where references to "General Contractor", "Electrical Contractor", and "Door Hardware Contractor" are referred to in the plans and specifications.

14. Delay.

14.1. Tenant Delays and Force Majeure Delays. Except as set forth herein, no delay (except for Tenant Delays and Force Majeure Delays) in the design or construction of the Tenant Improvements shall be considered in the determination of the Commencement Date and, except as set forth herein or in the Lease, under no circumstance shall Tenant be responsible to pay for costs on account of any delay as a result of delay in the design or construction of Tenant Improvements (except for additional costs arising from Tenant Delays, which shall be the sole responsibility of Tenant). Subject to Section 14.2, the Projected Commencement Date shall be extended one (1) day for each day that the design and construction of the Tenant Improvements is delayed as a result of: (i) Tenant Delays; or (ii) Force Majeure Delays. "Tenant Delays" means Tenant fails or refuses to give authorizations or approvals or make submissions within the time periods required herein or in the Tenant Improvements Schedule or otherwise acts or fails to act in a manner that delays the design or construction of the Tenant Improvements. "Force Majeure Delays" means lightning, earthquake, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage or other similar causes beyond the reasonable control of Landlord.

14.2. Limitations.

(a) Notice. No Tenant Delays or Force Majeure Delays shall be deemed to have occurred unless Landlord has provided written notice as soon as practicable following the later to occur of (i) ten (10) days after occurrence of the event giving rise to such claim; or (ii) ten (10) days after Landlord's knowledge of the event giving rise to such claim, or, in the event of an emergency, as soon as reasonably possible, in compliance with the Lease, to Tenant specifying that Tenant Delays or Force Majeure Delays have occurred. Such notice shall (i) describe such delay and the cause thereof, if known, (ii) state the date on which such delay began and its estimated duration, (iii) summarize the consequences of such delay and the expected impact on the construction of the Base Building Improvements or the Tenant Improvements, as the case may be, and (iv) indicate the nature and scope of Landlord's potential entitlement to relief. Within thirty (30) days after receipt of a relief request by Landlord pursuant to this subsection, Tenant shall issue a written determination as to the extent, if any, to which it concurs with Landlord's request, and the reasons for any disagreement. Any disputes with respect to such determination shall be conclusively decided by the Independent Building Expert.

(b) Mitigation. Tenant Delays and Force Majeure Delays shall delay the Projected Commencement Date only in the event that Substantial Completion of the Tenant Improvements is delayed, despite Landlord's reasonable efforts to mitigate such delays, which efforts Landlord shall be obligated to make.

(c) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be recognized hereunder only to the extent the same are not concurrent with any other Tenant Delay or Force Majeure Delay which is effective hereunder. For example, if there are ten days of Tenant Delays and four days of Force Majeure Delays which occur during the same ten day period of such Tenant Delays, then the Projected Commencement Date would be extended by only ten days; on the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, the Projected Commencement Date would be extended by 14 days.

(d) Change Orders. Landlord may not claim that a Change Order requested by Tenant was a Tenant Delay; a Change Order requested by Tenant shall specify the amount of time the Projected Commencement Date shall be extended, along with costs associated therewith.

15. Tenant Remedies. If Landlord fails to obtain the building permit to construct the Tenant Improvements within 120 days of the date such permit is required to be obtained in accordance with the Tenant Improvement Schedule or if Tenant Improvements have not been completed within 180 days after the Projected Commencement Date (as the same may be extended by Change Orders, Tenant Delays or Force Majeure Delays), Tenant may cancel the Lease upon thirty (30) days written notice to Landlord.

Any default by Landlord under the terms of this Work Letter shall constitute a Landlord Default under the Lease if Landlord has failed to perform such obligation within thirty (30) days after the giving of notice with respect thereto by Tenant; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such 30-day period, there shall not be a Landlord Default if Landlord shall, within such period, commence such cure and

thereafter diligently prosecute the same to completion, and, as such, shall entitle Tenant to exercise all remedies set forth in Section 14 of the Lease.

16. Representatives.

16.1 Tenant Representative. Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Landlord, shall have the full authority and responsibility to act on behalf of Tenant as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1. Notwithstanding the foregoing, the parties acknowledge that (i) the Chief Executive Officer of Tenant on behalf of Tenant can authorize Change Orders if the aggregate amount of all approved Change Orders does not exceed the Maximum Change Order Allowance, (ii) only the Board of Supervisors of the County can authorize Change Orders if the aggregate amount of all approved Change Orders exceeds the Maximum Change Order Allowance, and (iii) no action by the Tenant Representative that would have the effect of increasing the cost to Tenant of the Tenant Improvements shall be valid without the authorizations referred to in clauses (i) and (ii) above.

16.2 Landlord Representative. Landlord has designated Landlord's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Tenant, shall have the full authority and responsibility to act on behalf of Landlord as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.

17. Elevator Usage During Move-In. Tenant shall have the right to use, on a non-exclusive basis and subject to scheduling by and the rules and regulations of Landlord's operator (Johnson Controls, Inc.), the elevators or hoists in the Building in order for Tenant to move-in to the Premises.

18. Construction Meetings. During the course of construction of the Tenant Improvements, regular weekly (every other week) progress meetings shall be held between Contractor, Landlord and Tenant at a time that is mutually convenient. Tenant shall attend the weekly construction progress meetings. Construction progress meetings shall be held at the Property or such other location designated by Landlord.

19. Delivery. All notices or other deliveries under this Work Letter shall be given or made, as the case may be, in accordance with the provisions of Section 29(f) of the Lease.

20. Agreement with Contractor. Landlord and Contractor shall execute a change order under the Design-Build Agreement consistent with the terms of this Work Letter for the design and construction of the Tenant Improvements.

[This space intentionally left blank; signature page immediately follows.]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Work Letter to be duly executed and delivered on the day and year first above written.

LANDLORD:

LONG BEACH JUDICIAL PARTNERS LLC

By: _____

Name: Stephen Reinstein

Title: Chief Executive Officer

TENANT:

COUNTY OF LOS ANGELES, a body politic and corporate

By: _____

Name: _____

Title: _____

ADDENDUM A

BASE BUILDING IMPROVEMENTS

Landlord has constructed (or will construct) the Building to include, at a minimum, the following:

A. Service Core.

1. Building stairways for exiting.
2. Electrical, telephone, janitorial and mechanical rooms (with fan unit) to the extent located on each floor (such rooms are not intended for Tenant's exclusive use).
3. All core partitions and elevator lobbies, clad with gymsum board taped and spackled as required by the building code.
4. Men's and women's toilet rooms on each multi-tenant floor in compliance with all the State Building Codes and finished in accordance with the Building standard toilet rooms (such rooms are not intended for Tenant's exclusive use).
5. Access at the core to domestic water, drainage and vent systems.
6. Elevator lobbies installed and complete on multi-tenant floors which are partially occupied by Tenant and inclusive of the elevator lobby smoke doors and elevator pockets for the elevator lobby smoke doors as required by the building code.

B. Core Doors. Building standard doors installed for stairwells, electrical, mechanical, janitor and telephone rooms and toilet rooms (such rooms are not intended for Tenant's exclusive use), finished and completed with frame, trim, hardware, locking devices where applicable and closers.

C. Exterior Walls.

1. Curtain wall installed and sealed.
2. Exterior windows installed and sealed.
3. All perimeter walls will be sealed, weather-tight, and insulated.

D. Floors. Smooth and level (in accordance with industry standards) concrete floors with troweled finish.

E. Heating, Ventilation and Air-Conditioning ("HVAC").

1. Air handler(s) connected to chilled water risers and complete and fully installed to service the core area on all floors.
2. Main supply distribution cold air duct loop from the mechanical equipment room around the Building core.

F. Lighting. Installed and operating in all the stairwells, elevators, lobbies, mechanical rooms, utility rooms, janitorial rooms, toilet rooms, and all other core

areas lighting is normally provided (such rooms are not intended for Tenant's exclusive use).

G. Electrical/Power.

1. Electrical closets with power terminated in two electrical panels per floor, one for power and one for lighting, each of 200 amps with capacity for 40 circuit breakers.
2. Electrical service, at an acceptable wattage for Tenant's intended use, per the building code, stubbed to the Premises.

H. Life Safety.

1. Landlord shall install, or has installed, life safety systems to the extent required by the building for shell and core construction. All required panels, relays, etc. shall be in place ready for Tenant's hook-up.
2. The Base Building portion of the cost of installing a fire suppression sprinkler system in accordance with the building code shall be that portion of the cost that would have been incurred had Landlord installed a fire suppression sprinkler system for the Building and Premises sufficient for minimum coverage for unimproved space in accordance with the building code, including main loop connected to core with temporary construction heads.
3. Firehose and fire extinguisher cabinets installed at each stairwell or as required by the building code for shell and core construction.
4. Exit signs at all stairwells.
5. Smoke detectors in all elevator lobbies on all multi-tenant floors which are partially occupied by Tenant.
6. Fire extinguishers as required by the State Building Code for shell and core construction.
7. Fire horns, exit signs and communication systems installed as required by the building code for shell and core construction.
8. Electric hold-opens installed for all smoke doors at elevator lobbies.

I. Communication System. Sleeves through floor in core telephone rooms for Tenant's telecom access.

ADDENDUM B

TENANT IMPROVEMENTS

Tenant Improvements shall include:

- (a) Tenant ceilings and lighting;
- (b) floor finish in the Premises (except elevator lobbies and public corridors on multi-tenant floors and core area public toilet rooms);
- (c) interior finishes of any kind within the Premises (except elevator lobbies and public corridors on multi-tenant floors and core area toilet rooms);
- (d) interior partitions, doors and hardware within the Premises;
- (e) terminal boxes and reheat coils or other HVAC or air distribution systems or devices to or within the Premises, including supplemental cooling systems (24/7 with 100% redundancy) for computer/communication rooms;
- (f) as applicable, Tenant's furniture, fixtures and equipment, including conduit and raceways with pull lines for telephones, computers, security and cabling therefor;
- (g) distribution of electrical services, plumbing services and sprinklers from the core to the Premises, and domestic hot water heater and associated hot water piping;
- (h) any and all signs for Tenant and the power therefor subject to an allowance of \$25,000;
- (i) fire and life-safety systems throughout the Premises, including exit signs, intercoms and extinguishers;
- (j) additional or above standard electrical capacity;
- (k) access to the public right-of-way via underground conduit to the Main Point of Entry room for connection of telecommunications services (by Tenant); (l) all cabling and equipment for, data, security, audio-visual systems and public address systems shall be furnished and installed by Tenant; however, Landlord shall provide cable raceways (but not cable trays), including pull strings, for such cables and Landlord shall also provide door hardware, including electric hinges, electric locksets and raceways within doors and frames for both Landlord and Tenant supplied devices; and
- (m) Tenant Improvement work as required by the plans and specifications listed on Schedule I of Addendum B and incorporated herein by reference.

ADDENDUM B SCHEDULE I

<u>Drawing/ Specification</u>	<u>Date</u>	<u>Title</u>	<u>Source/Issue Date</u>
n/a	14-Oct-11	Cover Sheet	AECOM 10/14/2011
n/a	undated	Project Team	AECOM 10/14/2011
G001	14-Oct-11	Drawing Index	AECOM 10/14/2011
G020	14-Oct-11	Project Abbreviations and Symbols	AECOM 10/14/2011
G101	14-Oct-11	Ground Level Life Safety Plan - County TI	AECOM 10/14/2011
G102	14-Oct-11	Level 2 Life Safety Plan - County TI	AECOM 10/14/2011
G103	14-Oct-11	Level 3 Life Safety Plan - County TI	AECOM 10/14/2011
G104	14-Oct-11	Overall Level 4 Floor Plan Exiting Plan	AECOM 10/14/2011
G111	14-Oct-11	Ground Level Composite Floor Plan - County TI	AECOM 10/14/2011
G112	14-Oct-11	Level 2 Composite Floor Plan - County TI	AECOM 10/14/2011
G113	14-Oct-11	Level 3 Composite Floor Plan - County TI	AECOM 10/14/2011
G114	14-Oct-11	Level 4 Composite Floor Plan - County TI	AECOM 10/14/2011
IN001	14-Oct-11	General Notes	AECOM 10/14/2011
IN005	14-Oct-11	Disabled Access Notes / Diagram	AECOM 10/14/2011
IN006	8-Sep-11	Disabled Access Notes / Diagram	AECOM 10/14/2011
IN030	14-Oct-11	Partition Types	AECOM 10/14/2011
IN035	14-Oct-11	Partition Details	AECOM 10/14/2011
IN040	14-Oct-11	Door Types	AECOM 10/14/2011
IN041	14-Oct-11	Door Schedule	AECOM 10/14/2011
IN 060	14-Oct-11	Door Details	AECOM 10/14/2011
IN090	14-Oct-11	TI Finish Schedule	AECOM 10/14/2011
IN101D	14-Oct-11	Ground Level Area D Partition Plan	AECOM 10/14/2011
IN102B	14-Oct-11	Level 2 Area B Partition Plan	AECOM 10/14/2011
IN102C	14-Oct-11	Level 2 Area C Partition Plan	AECOM 10/14/2011
IN102D	14-Oct-11	Level 2 Area D Partition Plan	AECOM 10/14/2011
IN103C	14-Oct-11	Level 3 Area C Partition Plan	AECOM 10/14/2011
IN104B	14-Oct-11	Level 4 Area B Partition Plan	AECOM 10/14/2011
IN111D	14-Oct-11	Ground Level Area D Annotation Plan	AECOM 10/14/2011
IN112B	14-Oct-11	Level 2 Area B Annotation Plan	AECOM 10/14/2011
IN112C	14-Oct-11	Level 2 Area C Annotation Plan	AECOM 10/14/2011
IN112D	14-Oct-11	Level 2 Area D Annotation Plan	AECOM 10/14/2011
IN113C	14-Oct-11	Level 3 Area C Annotation Plan	AECOM 10/14/2011
IN114B	14-Oct-11	Level 4 Area B Annotation Plan	AECOM 10/14/2011
IN201D	14-Oct-11	Ground Level Area D Reflected Ceiling Plan	AECOM 10/14/2011
IN202B	14-Oct-11	Level 2 Area B Reflected Ceiling Plan	AECOM 10/14/2011
IN202C	14-Oct-11	Level 2 Area C Reflected Ceiling Plan	AECOM 10/14/2011
IN202D	14-Oct-11	Level 2 Area D Reflected Ceiling Plan	AECOM 10/14/2011
IN203C	14-Oct-11	Level 3 Area C Reflected Ceiling Plan	AECOM 10/14/2011
IN204B	14-Oct-11	Level 4 Area B Reflected Ceiling Plan	AECOM 10/14/2011
IN301D	14-Oct-11	Ground Level Area D Power Plan	AECOM 10/14/2011
IN302B	14-Oct-11	Level 2 Area B Power Plan	AECOM 10/14/2011
IN302C	14-Oct-11	Level 2 Area C Power Plan	AECOM 10/14/2011
IN302D	14-Oct-11	Level 2 Area D Power Plan	AECOM 10/14/2011
IN303C	14-Oct-11	Level 3 Area C Power Plan	AECOM 10/14/2011
IN304B	14-Oct-11	Level 4 Area B Power Plan	AECOM 10/14/2011
IN401D	14-Oct-11	Ground Level Area D Finish Plan	AECOM 10/14/2011
IN402B	14-Oct-11	Level 2 Area B Finish Plan	AECOM 10/14/2011
IN402C	14-Oct-11	Level 2 Area C Finish Plan	AECOM 10/14/2011
IN402D	14-Oct-11	Level 2 Area D Finish Plan	AECOM 10/14/2011

IN403C	14-Oct-11	Level 3 Area C Finish Plan	AECOM 10/14/2011
IN404B	14-Oct-11	Level 4 Area B Finish Plan	AECOM 10/14/2011
IN601	14-Oct-11	Interior Elevations	AECOM 10/14/2011
IN602	14-Oct-11	Interior Elevations	AECOM 10/14/2011
IN630	14-Oct-11	Enlarged Restroom Plans and Elevations	AECOM 10/14/2011
IN670	14-Oct-11	Enlarged Plans	AECOM 10/14/2011
IN671	14-Oct-11	Enlarged Plans	AECOM 10/14/2011
IN701	14-Oct-11	Details	AECOM 10/14/2011
IN702	14-Oct-11	Details	AECOM 10/14/2011
IN703	14-Oct-11	Details	AECOM 10/14/2011
IN704	14-Oct-11	Details	AECOM 10/14/2011
M0000	14-Oct-11	General Notes, Abbreviations, Symbol List	Syska Hennessey 10/14/2011
M0001	14-Oct-11	Mechanical Schedules	Syska Hennessey 10/14/2011
M0002	14-Oct-11	Mechanical Schedules 2	Syska Hennessey 10/14/2011
M0003	14-Oct-11	Mechanical Details	Syska Hennessey 10/14/2011
M0004	14-Oct-11	Mechanical Details	Syska Hennessey 10/14/2011
M0005	14-Oct-11	Title 24 Compliance Forms	Syska Hennessey 10/14/2011
M201D	14-Oct-11	Ground Level Area D Mechanical Plan	Syska Hennessey 10/14/2011
M202B	14-Oct-11	Level 2 Area B Mechanical Plan	Syska Hennessey 10/14/2011
M202C	14-Oct-11	Level 2 Area C Mechanical Plan	Syska Hennessey 10/14/2011
M202D	14-Oct-11	Level 2 Area D Mechanical Plan	Syska Hennessey 10/14/2011
M203C	14-Oct-11	Level 3 Area C Mechanical Plan	Syska Hennessey 10/14/2011
M204B	14-Oct-11	Level 4 Area B Mechanical Plan	Syska Hennessey 10/14/2011
M206D	14-Oct-11	Mechanical Roof Plan Part B, C	Syska Hennessey 10/14/2011
M207D	14-Oct-11	Mechanical Roof Plan Part A, D, MDF Basement	Syska Hennessey 10/14/2011
E000	14-Oct-11	General Notes, Symbols, List, Legends	Syska Hennessey 10/14/2011
E001	14-Oct-11	Title 24 Certificate of Compliance Forms Part 1	Syska Hennessey 10/14/2011
E002	14-Oct-11	Title 24 Certificate of Compliance Forms Part 2	Syska Hennessey 10/14/2011
E003	14-Oct-11	Electrical Details	Syska Hennessey 10/14/2011
E004	14-Oct-11	Electrical Enlarged Plans	Syska Hennessey 10/14/2011
E005	14-Oct-11	Partial Single Line Diagram - MSB	Syska Hennessey 10/14/2011
E006	14-Oct-11	Partial Single Line Diagram - MS3	Syska Hennessey 10/14/2011
E007	14-Oct-11	Partial Single Line Diagram - Emerg	Syska Hennessey 10/14/2011
E008	14-Oct-11	Electrical Panel Schedules	Syska Hennessey 10/14/2011
E009	14-Oct-11	Electrical Panel Schedules	Syska Hennessey 10/14/2011
E010	14-Oct-11	Electrical Panel Schedules	Syska Hennessey 10/14/2011
E011	14-Oct-11	Electrical Panel Schedules	Syska Hennessey 10/14/2011
EL201D	14-Oct-11	Ground Level Area D Lighting Plan	Syska Hennessey 10/14/2011
EL202B	14-Oct-11	Level 2 Area B Lighting Plan	Syska Hennessey 10/14/2011
EL202C	14-Oct-11	Level 2 Area C Lighting Plan	Syska Hennessey 10/14/2011
EL202D	14-Oct-11	Level 2 Area D Lighting Plan	Syska Hennessey 10/14/2011
EL203C	14-Oct-11	Level 3 Area C Lighting Plan	Syska Hennessey 10/14/2011
EL204B	14-Oct-11	Level 4 Area B Lighting Plan	Syska Hennessey 10/14/2011
EP201D	14-Oct-11	Ground Level Area D Power Plan	Syska Hennessey 10/14/2011
EP202B	14-Oct-11	Level 2 Area B Power Plan	Syska Hennessey 10/14/2011
EP202C	14-Oct-11	Level 2 Area C Power Plan	Syska Hennessey 10/14/2011
EP202D	14-Oct-11	Level 2 Area D Power Plan	Syska Hennessey 10/14/2011
EP203C	14-Oct-11	Level 3 Area C Power Plan	Syska Hennessey 10/14/2011
EP204B	14-Oct-11	Level 4 Area B Power Plan	Syska Hennessey 10/14/2011
EP206	14-Oct-11	Roof Power Plan	Syska Hennessey 10/14/2011
P0000	14-Oct-11	General Notes, Abbreviations, Symbol List	Syska Hennessey 10/14/2011
P0001	14-Oct-11	Plumbing Schedules	Syska Hennessey 10/14/2011
P0002	14-Oct-11	Plumbing Details	Syska Hennessey 10/14/2011

P201D	14-Oct-11	Ground Level Area A Plumbing Plan	Syska Hennessey 10/14/2011
P202B	14-Oct-11	Level 2 Area B Plumbing Plan	Syska Hennessey 10/14/2011
P202C	14-Oct-11	Level 2 Area C Plumbing Plan	Syska Hennessey 10/14/2011
P202D	14-Oct-11	Level 2 Area D Plumbing Plan	Syska Hennessey 10/14/2011
P203C	14-Oct-11	Level 3 Area C Plumbing Plan	Syska Hennessey 10/14/2011
P204B	14-Oct-11	Level 4 Area B Plumbing Plan	Syska Hennessey 10/14/2011
P301	14-Oct-11	Enlarged Plan	Syska Hennessey 10/14/2011
Project Manual	14-Oct-11	Project Manual New Long Beach Court Building	AECOM 10/14/2011

ADDENDUM C
SCHEDULE OF VALUES

ADDENDUM D

SCHEDULE OF APPLICATIONS FOR PAYMENT

Application Number	Period Starting Date	Period Ending Date	Landlord Submit Pencil Draw To Tenant	Landlord And Tenant Meet To Review The Pencil Draw	Landlord To Revise The Pencil Draw And Re-Submit	Tenant To Issue Payment Certificate
1	4/16/2012	5/15/2012	5/14/2012	5/15/2012	5/17/2012	5/23/2012
2	5/16/2012	6/15/2012	6/13/2012	6/14/2012	6/18/2012	6/22/2012
3	6/16/2012	7/15/2012	7/13/2012	7/16/2012	7/18/2012	7/24/2012
4	7/16/2012	8/15/2012	8/15/2012	8/16/2012	8/20/2012	8/24/2012
5	8/16/2012	9/15/2012	9/12/2012	9/13/2012	9/17/2012	9/21/2012
6	9/16/2012	10/15/2012	10/15/2012	10/16/2012	10/18/2012	10/24/2012
7	10/16/2012	11/15/2012	11/14/2012	11/15/2012	11/19/2012	11/23/2012
8	11/16/2012	12/15/2012	12/12/2012	12/13/2012	12/17/2012	12/20/2012
9	12/16/2012	1/15/2013	1/14/2013	1/15/2013	1/17/2013	1/24/2013
10	1/16/2013	2/15/2013	2/12/2013	2/13/2013	2/15/2013	2/21/2013
11	2/16/2013	3/15/2013	3/13/2013	3/14/2013	3/18/2013	3/22/2013
12	3/16/2013	4/15/2013	4/12/2013	4/15/2013	4/17/2013	4/23/2013
13	4/16/2013	5/15/2013	5/14/2013	5/15/2013	5/17/2013	5/23/2013
14	5/16/2013	6/15/2013	6/12/2013	6/13/2013	6/17/2013	6/21/2013
15	6/16/2013	7/15/2013	7/15/2013	7/16/2013	7/18/2013	7/24/2013
16	7/16/2013	8/15/2013	8/14/2013	8/15/2013	8/19/2013	8/23/2013
17	8/16/2013	8/31/2013	9/12/2013	9/13/2013	9/17/2013	9/23/2013